EXHIBIT A

Excerpts from September 19, 2018 deposition of Oracle's expert, Barbara Frederiksen-Cross PUBLIC REDACTED VERSION

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1	UNITED STATES DISTRICT COURT		
2	DISTRICT OF NEVADA		
3	Case No. 2:14-cv-01699-LRH-CWH		
4			
	RIMINI STREET, INC., a Nevada		
5	corporation		
6	Plaintiff,		
	v.		
7			
	ORACLE AMERICA, INC., a Delaware		
8	corporation; and ORACLE		
	INTERNATIONAL CORPORATION, a		
9	California corporation		
10	Defendants.		
11			
	ORACLE AMERICA, INC., a Delaware		
12	corporation; and ORACLE		
	INTERNATIONAL CORPORATION, a		
13	California corporation		
14	Counterclaimants,		
15	v.		
16	RIMINI STREET, INC., a Nevada		
	corporation; SETH RAVIN, an		
17	individual,		
18	Counterdefendants,		
19			
20	VIDEOTAPED DEPOSITION OF		
21	BARBARA FREDERIKSEN-CROSS		
22	*HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY*		
23	DATE TAKEN: SEPTEMBER 19, 2018		
24	REPORTED BY: PAUL J. FREDERICKSON, CCR, CSR		
	JOB NO. 2972276		
25	PAGES 1 - 354		
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1	INDEX		1	SEPTEMBER 19, 2018
2			2	[9:11 a m.]
3	BARBARA FREDERIKSEN-CROSS		3	THE VIDEOGRAPHER: Good morning.
4	By Mr. Vandevelde: 10		4	We're going on the record at 9:11 09:11:19
5			5	a m. on September 19, 2018. Please note 09:11:25
6	Request for information: None		6	that the microphones are sensitive and 09:11:31
7	Request for documents: None		7	may pick up whispering, private 09:11:33
8			8	conversation and cellular interference. 09:11:35
9	INDEX TO EXHIBITS		9	Please silence all cell phones and place 09:11:38
10			10	away from the microphones as they 09:11:40
11	EXHIBIT 4251 18		11	interfere with deposition audio. Audio 09:11:43
12	Frederiksen-Cross Surrebuttal		12	and video recording will continue to 09:11:46
13	Exhibit A, Frederiksen-Cross CV		13	take place unless all parties agree to 09:11:49
14	EXHIBIT 4252 43		14	go off the record. 09:11:51
15	Supplemental Expert Report of		15	This is media number 1 of the 09:11:52
16	Barbara Frederiksen-Cross,		16	videorecorded deposition of Barbara 09:11:54
17	258 pages		17	Frederiksen-Cross, taken by counsel for 09:11:58
18	EXHIBIT 4253 265		18	plaintiff in the matter of Rimini Street 09:12:00
19	Frederiksen-Cross Exhibit MMM		19	Incorporated versus Oracle International 09:12:02
20	EXHIBIT 4254 265		20	Corporation, filed in the United States 09:12:08
21	Frederiksen-Cross Exhibit SSS		21	District Court, District of Nevada, Case 09:12:11
22	EXHIBIT 4255 284		22	Number 2:14-CV-01699-LRH-CWH. 09:12:13
23	Exhibit: Source Code		23	This deposition is being held at 09:12:25
24	EXHIBIT 4256 302		24	555 Mission Street, Suite 3000, San 09:12:29
25	Frederiksen-Cross Exhibit PPP		25	Francisco, California 94105. 09:12:34
	1	Page 6		Page 8
1	EXHIBIT 4257 329		1	My name is Brandon Miller for the 09:12:37
			-	
2	Frederiksen-Cross Exhibit III		2	firm Veritext Legal Solutions, and I'm 09:12:39
2 3	Frederiksen-Cross Exhibit III		2	firm Veritext Legal Solutions, and I'm 09:12:39 the videographer. The court reporter is 09:12:41
3 4	Frederiksen-Cross Exhibit III		3	the videographer. The court reporter is 09:12:41
3 4	Frederiksen-Cross Exhibit III		3 4	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43
3 4 5	Frederiksen-Cross Exhibit III		3 4 5	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47
3 4 5 6	Frederiksen-Cross Exhibit III		3 4 5 6	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48
3 4 5 6 7	Frederiksen-Cross Exhibit III		3 4 5 6 7	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51
3 4 5 6 7 8	Frederiksen-Cross Exhibit III		3 4 5 6 7 8	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52
3 4 5 6 7 8 9	Frederiksen-Cross Exhibit III		3 4 5 6 7 8	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54
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3 4 5 6 7 8 9 10 11 12	Frederiksen-Cross Exhibit III		3 4 5 6 7 8 9 10 11	Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59
3 4 5 6 7 8 9 10 11 12 13	Frederiksen-Cross Exhibit III		3 4 5 6 7 8 9 10 11 12 13	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59 Street. 09:13:02
3 4 5 6 7 8 9 10 11 12 13 14	Frederiksen-Cross Exhibit III		3 4 5 6 7 8 9 10 11 12 13	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59 Street. 09:13:02 MR. McCRACKEN: Casey McCracken, 09:13:02
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3 4 5 6 7 8 9 10 11 12 13 14 15 16	Frederiksen-Cross Exhibit III		3 4 5 6 7 8 9 10 11 12 13 14 15	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59 Street. 09:13:02 MR. McCRACKEN: Casey McCracken, 09:13:02 from Gibson Dunn, representing Rimini 09:13:04 Street and Seth Ravin. 09:13:06
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Frederiksen-Cross Exhibit III		3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59 Street. 09:13:02 MR. McCRACKEN: Casey McCracken, 09:13:02 from Gibson Dunn, representing Rimini 09:13:04 Street and Seth Ravin. 09:13:06 MS. JOHNSON: Lisa Johnson, with 09:13:08 Street. 09:13:11 MR. REILLY: John Reilly, 09:13:11
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Frederiksen-Cross Exhibit III		3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59 Street. 09:13:02 MR. McCRACKEN: Casey McCracken, 09:13:02 from Gibson Dunn, representing Rimini 09:13:04 Street and Seth Ravin. 09:13:06 MS. JOHNSON: Lisa Johnson, with 09:13:06 Rimini Street, for Mr. Ravin and Rimini 09:13:08 Street. 09:13:11 MR. REILLY: John Reilly, 09:13:11 Associate General Counsel, Rimini 09:13:15 MR. POLITO: John Polito, Morgan 09:13:16 Lewis & Bockius, on behalf of defendants 09:13:20
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23		Page 7	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	the videographer. The court reporter is 09:12:41 Paul Frederickson from the firm Veritext 09:12:43 Legal Solutions. I'm not related to any 09:12:47 party in this action, nor am I 09:12:48 financially interested in the outcome. 09:12:51 Counsel and all present in the 09:12:52 room will now state their appearances 09:12:54 and affiliations for the record. 09:12:55 MR. VANDEVELDE: Eric Vandevelde, 09:12:58 with Gibson Dunn, on behalf of Rimini 09:12:59 Street. 09:13:02 MR. McCRACKEN: Casey McCracken, 09:13:02 from Gibson Dunn, representing Rimini 09:13:04 Street and Seth Ravin. 09:13:06 MS. JOHNSON: Lisa Johnson, with 09:13:06 Rimini Street, for Mr. Ravin and Rimini 09:13:08 Street. 09:13:11 MR. REILLY: John Reilly, 09:13:11 Associate General Counsel, Rimini 09:13:15 MR. POLITO: John Polito, Morgan 09:13:16

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1			
1	A. Yes. 12:30:06	1	it could also be the specific knowledge of what 12:32:38
2	Q. Okay. 12:30:07	2	needs to be updated, how it needs to be 12:32:42
3	And you're saying it's consistent 12:30:07	3	updated, how it needs to be tested. You know, 12:32:46
4	with the court's prior rulings and also 12:30:09	4	any of those things as well, to the extent that 12:32:48
5	discussion in the Ninth Circuit briefing. 12:30:12	5	they were developed on one customer's 12:32:50
6	Whose briefing, Oracle's or Rimini, is it 12:30:14	6	environment and provided to another customer 12:32:53
7	consistent with? 12:30:16	7	would really sort of fall within that rubric. 12:32:57
8	A. It was my understanding or it 12:30:19	8	Q. Do you consider Break Fix updates, 12:33:01
9	is my understanding that it's consistent with 12:30:20	9	do those fall within this definition of update 12:33:06
10	the what the court said 12:30:21	10	that you use in this paragraph? 12:33:08
11	Q. Okay. 12:30:23	11	MR. POLITO: Objection, vague. 12:33:11
12	A in that hearing with respect to 12:30:24	12	A. A Break Fix that was shared across 12:33:12
13	the both the characterization of cross-use 12:30:26	13	customers would. I didn't do extensive 12:33:15
14	and the fact that there are many different 12:30:30	14	analysis of Break Fix updates. My focus was 12:33:18
15	forms of cross-use. 12:30:32	15	primarily on the tax and regulatory. But I can 12:33:20
16	Q. All right. 12:30:33	16	conceive of no situation where one developed in 12:33:24
17	If you could turn to paragraph 23. 12:30:33	17	one customer's environment and then provided to 12:33:27
18	It says: 12:30:41	18	other customers would not fall within this 12:33:30
19	I understand that any development 12:30:41	19	definition as well. 12:33:32
20	or testing of an update to the Oracle software 12:30:43	20	Q. Did you do you said you didn't 12:33:34
21	with one customer's licensed Oracle software 12:30:46	21	do extensive analysis. Did you do any analysis 12:33:36
22	constitutes cross-use if the update is provided 12:30:50	22	of Break Fix updates? 12:33:38
23	to another customer and that such cross-use 12:30:53	23	A. I believe I mix I mention a 12:33:42
24	violates all relevant Oracle licenses." 12:30:57	24	couple of fix updates in my report in the 12:33:44
25	In this paragraph, when you say 12:31:00	25	context not of PeopleSoft, but of some of 12:33:47
	Page 142		Page 144
1	the word "update," what are you referring to? 12:31:02	1	the other products. So 12:33:49
	- · · · · · · · · · · · · · · · · · · ·	1	<u>-</u>
2	A. This would encompass other update 12:31:15	2	Q. Are you offering any opinions that 12:33:53
2 3		3	, , , ,
	to an individual program, update to the 12:31:18		any Break Fix updates were cross-used? 12:33:54
3	to an individual program, update to the 12:31:18 software product as a whole, or even update to 12:31:22	3	any Break Fix updates were cross-used? 12:33:54 MR. POLITO: Objection, overbroad. 12:33:57
3 4	to an individual program, update to the 12:31:18 software product as a whole, or even update to 12:31:22 the environment. Any form of modification that 12:31:26	3 4 5	any Break Fix updates were cross-used? 12:33:54 MR. POLITO: Objection, overbroad. 12:33:57 A. Let me refresh my recollection 12:33:58
3 4 5 6	to an individual program, update to the 12:31:18 software product as a whole, or even update to 12:31:22 the environment. Any form of modification that 12:31:26 was performed using one customer's license and 12:31:31	3 4 5	any Break Fix updates were cross-used? 12:33:54 MR. POLITO: Objection, overbroad. 12:33:57 A. Let me refresh my recollection 12:33:58 with respect to Break Fix, counsel. I just 12:34:00
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3 4 5 6 7 8 9	to an individual program, update to the 12:31:18 software product as a whole, or even update to 12:31:22 the environment. Any form of modification that 12:31:26 was performed using one customer's license and 12:31:31 then that modification irrespective of its 12:31:34 scope once provided to another license or 12:31:39 licensee, a different customer would be 12:31:42 cross-use. 12:31:46	3 4 5 6 7 8 9	any Break Fix updates were cross-used? 12:33:54 MR. POLITO: Objection, overbroad. 12:33:57 A. Let me refresh my recollection 12:33:58 with respect to Break Fix, counsel. I just 12:34:00 don't know if we gave specific example of those 12:34:09 or not. 12:34:11 [Pause.] 12:34:12 A. Would you just restate your 12:34:30
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	to an individual program, update to the software product as a whole, or even update to 12:31:22 the environment. Any form of modification that 12:31:26 was performed using one customer's license and 12:31:31 then that modification irrespective of its 12:31:34 scope once provided to another license or licensee, a different customer would be 12:31:42 cross-use. 12:31:46 Q. So did yeah. I guess what I'm 12:31:47 getting at is, when you say "update" here, are 12:31:49 you talking about a specific implementation of 12:31:52 an update or an update itself? So, for 12:31:57 example, let's say ten clients need to update 12:32:02 their payroll software to accommodate Arizona, 12:32:07 our previous example. Are you saying that an 12:32:13 update is the update in the abstract that 12:32:15 all ten of those customers need or the 12:32:20 customers? 12:32:22 MR. POLITO: Objection, vague, 12:32:25	3 4 5 6 7 8 9 10 11 12 13 14 15	any Break Fix updates were cross-used? MR. POLITO: Objection, overbroad. 12:33:57 A. Let me refresh my recollection 12:33:58 with respect to Break Fix, counsel. I just 12:34:00 don't know if we gave specific example of those 12:34:09 or not. 12:34:11 [Pause.] 12:34:12 A. Would you just restate your 12:34:30 question again for me, please? 12:34:31 Q. Are you offering any opinions that 12:34:33 any Break Fix updates were cross-used? 12:34:35 MR. POLITO: Objection, overbroad. 12:34:39 [Pause.] 12:35:25

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1	"provided." You say "constitutes cross-use if 12:36:01	1	that same line in client B's environment is 12:38:22
2	the update is provided" 12:36:03	2	cross-use in your opinion? 12:38:25
3	Do you mean provided in any way? 12:36:06	3	MR. POLITO: Same objections. 12:38:26
4	Or how do you define that word "provided" is 12:36:13	4	A. Well, just to be clear, we 12:38:27
5	the better question? 12:36:15	5	excluded any examples that were that small from 12:38:29
6	A. I would think really provided in 12:36:18	6	our analysis with respect to ident or the 12:38:31
7	any way to the other customer aside from those 12:36:25	7	examples we identify of of cross-use. 12:38:35
8	specific operations that are allowed under the 12:36:30	8	But I think, speaking in a purely 12:38:38
9	license, which will again, you would need to 12:36:33	9	hypothetical sense divorced from the facts of 12:38:41
10	turn to the license to be certain. 12:36:37	10	the case, yeah, that memorization, even of a 12:38:44
11	Q. So if a Rimini engineer goes into 12:36:38	11	single line. Because one of the things you're 12:38:47
12	client I use client A and B for initial and 12:36:42	12	you're imputing into your hypothetical that 12:38:50
13	subsequent client. So if an engineer goes into 12:36:45	13	you haven't really clarified, source code isn't 12:38:51
14	client A's environment and codes an update, and 12:36:48	14	like a piece of paper where you just write 12:38:54
15	client B needs that same update, engineer 12:36:52	15	something down. You have to figure out where 12:38:56
16	remotely accesses, logs into client B's 12:36:55	16	in the code to make the change. You have to 12:38:57
17	environment and codes, retypes, that same 12:36:59	17	know how to test the change. You know, you 12:39:00
18	update, is that providing the same update or 12:37:01	18	might be making a one line change, but it's - 12:39:04
19	not under your definition under 23? 12:37:04	19	the one line change requires work beyond just 12:39:06
20	MR. POLITO: Objection, incomplete 12:37:06	20	typing 80 characters of text. So 12:39:10
21	hypothetical. 12:37:08	21	Q. If you remember the context then 12:39:13
22	A. It it depends how what 12:37:10	22	and you then go into client B's and with that 12:39:15
23	what they're referencing and what they're I 12:37:12	23	context in mind, you retype it, in your 12:39:19
24	mean, just the fact that they're typing doesn't 12:37:15	24	opinion, that's cross-use? 12:39:21
25	mean that they're not providing the same 12:37:16	25	A. Sure, because you 12:39:22
	Page 146		Page 148
1	update. Are they looking at the original 12:37:18	1	MR. POLITO: Objection, vague. 12:39:24
2	update? Are they looking at pseudocode for the 12:37:21	2	A you may have memorized from 12:39:25
3	original update? Are they looking at specific 12:37:23	3	client A a certain thing that you can search 12:39:27
4	programmatic instructions about make this 12:37:26	4	quickly to get you to that context. So, again, 12:39:30
5	change at line 43 or line 43, do X? In those 12:37:28	5	it's situational. It depends what you're 12:39:32
6	cases, I would say yes, that update is being 12:37:33	6	referencing. But to the extent you're making 12:39:33
7	provided to the other customer because the 12:37:37	7	any reference to the work you did on client A 12:39:35
8	second customer is benefiting directly from the 12:37:39	8	in order to incorporate that work into another 12:39:38
9	characterization of the update that was 12:37:44	9	client's environment, you're cross using it. 12:39:40
10		_	Q. Okay. 12:39:42
110	-	10	Q. Okay. 12.37.42
	developed on the first 12:37:46	11	-
11 11 12	developed on the first 12:37:46 Q. What about if the update is just 12:37:48	11	And so just to circle back to the 12:39:43
11	developed on the first 12:37:46 Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50		And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46
11 12 13	developed on the first 12:37:46 Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54	11 12	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49
11 12 13 14	developed on the first 12:37:46 Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54 Is that providing it? 12:37:58	11 12 13	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49 transfer through a file. It can be — it's 12:39:52
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11 12 13 14 15 16	developed on the first 12:37:46 Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54 Is that providing it? 12:37:58 MR. POLITO: Objection, incomplete 12:38:01 hypothetical. 12:38:02	11 12 13 14 15 16	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49 transfer through a file. It can be – it's 12:39:52 broader than that? 12:39:54 MR. POLITO: Objection, misstates 12:39:55
11 12 13 14 15 16 17	developed on the first 12:37:46 Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54 Is that providing it? 12:37:58 MR. POLITO: Objection, incomplete 12:38:01 hypothetical. 12:38:02 A. It's my understanding that it can 12:38:02	11 12 13 14 15 16 17	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49 transfer through a file. It can be – it's 12:39:52 broader than that? 12:39:54 MR. POLITO: Objection, misstates 12:39:55 facts incomplete hypothetical. 12:39:56
11 12 13 14 15 16 17 18	developed on the first 12:37:46 Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54 Is that providing it? 12:37:58 MR. POLITO: Objection, incomplete 12:38:01 hypothetical. 12:38:02 A. It's my understanding that it can 12:38:02 be, counsel, because it's my understanding that 12:38:04	11 12 13 14 15 16 17 18	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49 transfer through a file. It can be it's 12:39:52 broader than that? 12:39:54 MR. POLITO: Objection, misstates 12:39:55 facts incomplete hypothetical. 12:39:56 A. Again, it depends in my 12:39:58
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11 12 13 14 15 16 17 18 19 20 21 22 23 24	developed on the first Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54 Is that providing it? 12:37:58 MR. POLITO: Objection, incomplete 12:38:01 hypothetical. 12:38:02 A. It's my understanding that it can 12:38:02 be, counsel, because it's my understanding that 12:38:04 just memorization of something can be a form of 12:38:06 copying. 12:38:11 Q. Even though that one line is 12:38:11 Rimini's creation, a Rimini engineer typed it, 12:38:13 doesn't contain Oracle code A. But 12:38:19	11 12 13 14 15 16 17 18 19 20 21 22 23 24	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49 transfer through a file. It can be – it's 12:39:52 broader than that? 12:39:54 MR. POLITO: Objection, misstates 12:39:55 facts incomplete hypothetical. 12:39:56 A. Again, it depends in my 12:39:58 understanding on whether the benefit of the 12:40:02 work associated with that fix was – that was 12:40:05 derived from the initial prototyping is carried 12:40:10 forward into the new environment when that 12:40:14 update is provided. So you're providing the 12:40:17 same update, and you are providing it in a way 12:40:19
11 12 13 14 15 16 17 18 19 20 21 22 23	developed on the first Q. What about if the update is just 12:37:48 one line and the engineer remembers that one 12:37:50 line and retypes it in client B's environment? 12:37:54 Is that providing it? 12:37:58 MR. POLITO: Objection, incomplete 12:38:01 hypothetical. 12:38:02 A. It's my understanding that it can 12:38:02 be, counsel, because it's my understanding that 12:38:04 just memorization of something can be a form of 12:38:06 copying. 12:38:11 Q. Even though that one line is 12:38:11 Rimini's creation, a Rimini engineer typed it, 12:38:13 doesn't contain Oracle code 12:38:17	11 12 13 14 15 16 17 18 19 20 21 22 23 24	And so just to circle back to the 12:39:43 word "provided." So provided doesn't depend on 12:39:46 actual copying of the code like copy, paste or 12:39:49 transfer through a file. It can be — it's 12:39:52 broader than that? 12:39:54 MR. POLITO: Objection, misstates 12:39:55 facts incomplete hypothetical. 12:39:56 A. Again, it depends in my 12:39:58 understanding on whether the benefit of the 12:40:02 work associated with that fix was — that was 12:40:05 derived from the initial prototyping is carried 12:40:10 forward into the new environment when that 12:40:14 update is provided. So you're providing the 12:40:17

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al customer's environment in order to 12:40:26 1 to you. Do you want to keep going? 12:42:46	
e that update to the second customer. 12:40:28 2 Let's go off the record just one second. 12:42:47	
What if the coding of the update 12:40:32 3 THE VIDEOGRAPHER: Going off the 12:42	:49
nt B's environment requires some change 12:40:49 4 record at 12:43 p.m. 12:42:51	
that the implementation of that update 12:40:53 5 [Luncheon recess at 12:43 p.m.] 13:27:53	
nt A and client B's environment are 12:40:56 6 13:27:53	
nt, is it still cross-use? 12:40:59 7	
MR. POLITO: Objection, incomplete 12:41:02 8	
pothetical. 12:41:03 9	
Is customer B still receiving some 12:41:05 10	
from the work that was done in customer 12:41:08 11	
vironment? For instance, you've got a 12:41:11 12	
change, and there's a one-line change 12:41:12 13	
omer B's environment to change the 12:41:15 14	
ner name? Absolutely, it would still be 12:41:17 15	
se. But if you want to give me a set of 12:41:20 16	
etical facts, I'll I'll evaluate them 12:41:23 17	
I can. 12:41:27 18	
What if it's just the one-line 12:41:29 19	
e in client A's environment and a similar 12:41:30 20	
identical one-line change needs to 12:41:33 21	
n in client B's environment? 12:41:36 22	
How do 12:41:39 23	
MR. POLITO: Objection, vague, 12:41:40 24	
omplete hypothetical. 12:41:42 25	
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Yeah. In your hypothetical, how 12:41:42 1 AFTERNOON SESSION 13:27:59	
a determine what the change should be, 12:41:43 2 [Resuming at 1:35 p.m.] 13:28:00	
the change should be applied, and how the 12:41:47 3 THE VIDEOGRAPHER: We're back on 13:34	4:39
should be applied? 12:41:51 4 the record at 1:35 p.m. Continuing 13:34:48	
By by using client A's 12:41:52 5 media number 3. 13:34:51	
nment. The engineer goes in client A's 12:41:54 6 EXAMINATION CONTINUING 13:34	:51
nment and figure outs figures out 12:41:59 7 BY MR. VANDEVELDE: 13:34:51	
the change needs to be and the gist of 12:42:00 8 Q. All right. Do you understand 13:34:54	
ne change needs to say and then does the 12:42:02 9 you're still under oath? 13:34:55	
hing, although with a slightly different 12:42:04 10 A. Yes, I do, counsel. 13:34:56	
nentation of that one line on client B's 12:42:07 11 Q. If you could turn to paragraph 24 13:34:59	
nment. Is that cross-use? 12:42:09 12 of your supplemental report. It says: 13:35:00	
MR. POLITO: Objection, vague. 12:42:11 13 "I understand that any 13:35:08	
Again, that's not that's not 12:42:12 14 reproduction of, distribution of or creation of 13:35:09	
ent with the kinds of examples I give in 12:42:13 15 derivative works with one customer's licensed 13:35:13	3
ort, counsel. But since you've you've 12:42:17 16 Oracle software constitutes cross-use if that 13:35:16	
ted that the work was done in client A's 12:42:21 17 reproduction, distribution or creation of 13:35:19	
rmine what the change needed to be and 12:42:24 18 derivative works benefits another customer." 13:35:21	
lly where it needed to be and that you 12:42:27 19 What do you mean by benefits? 13:35:27	
pplying that knowledge in the second 12:42:29	
pplying that knowledge in the second 12:42:29 mment, then I would say yes, you're cross 12:42:31	
nment, then I would say yes, you're cross 12:42:31	ı
nment, then I would say yes, you're cross 12:42:31	I
hat knowledge and the update itself, 12:42:33 you've said is similar but with a minor 12:42:36	•
hat knowledge and the update itself, 12:42:31 you've said is similar but with a minor 12:42:36	•

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1 Circuit's opinion used the word "benefit"? 13:40:49 3 term, something like under color of one license 13:40:54 5 complex language. I quote it in my report if 13:40:55 6 courdlex language. I quote it in my report if 13:40:54 5 complex language. I quote it in my report if 13:40:54 6 courd used the word "benefit" 13:41:04 11 "benefit." I didn't — I didn't memorize the 13:41:09 12 entire ruling, but the passages that I most 13:41:13 13 clearly recall did not. 13:41:13 14 Q. Do you know whether the district 13:41:15 15 court used the word "benefit" 13:41:16 16 A. I don't recall specifically as I 13:41:18 17 sit here, counsel. 13:41:20 18 Q. Do you know any court that has 13:41:21 19 ever applied the test you articulate here in 24 13:41:34 21 MR. POLITO: Objection. 13:41:34 22 BY MR. VANDEVELDE: 13:41:34 23 Q. — using the word "benefit" 13:41:34 24 MR. POLITO: Objection. 13:41:35 25 Objection, misstates testimony, 13:41:36 26 Q. Let's say—let's say Rimini has 13:41:59 3 language was not used solely for similar 13:41:55 5 to capture here. 13:44:06 8 there is no client B. It only has one client. 13:42:05 8 there is no client B. It only has one client. 13:40:59 7 a client, client A size an environment, Rimini engineeg goes in and 13:43:31 2 time provides an update, is that cross-use? There 13:40:31 5 torose-use then? 13:40:31 5 torose-use then? 13:40:31 6 MR. POLITO: Objection, insistates 13:43:20 11 "benefit." I didn't—I didn't memorize the 13:41:09 12 didn't—I didn't memorize the 13:41:09 13 diviting for 13:41:13 13 diearly recall did not. 13:41:13 14 Q. Under your definition of cross-use 13:43:22 15 Rimini is completely — is creating completely 13:43:34 16 A. I don't recall specifically as I 13:41:18 17 any other customer or any other place. It's—13:43:38 18 theyre coming in, and it's the brand new, the 13:43:42 20 Q. Un-hub, yes 13:43:42 21 MR. POLITO: Objection is that the 13:41:49 21 language to that which I would have attempted 13:41:59 22 A. My recollection is that the 13:41:49 23 language was not used solely
3 term, something like under color of one license 13:40:51 4 on behalf of another or — or a little bit more 13:40:54 5 complex language. I quote it in my report if 13:40:57 6 you would like to me to find it. 13:40:59 7 Q. So are you aware that it did not 13:41:01 8 use the word "benefit" 13:41:03 10 recalling I do not recall using the — the word 13:41:04 11 "benefit." I didn't — I didn't memorize the 13:41:10 12 centire ruling, but the passages that I most 13:41:11 13 clearly recall did not. 13:41:13 14 Q. Do you know whether the district 13:41:15 15 court used the word "benefit"? 13:41:16 16 A. I don't recall specifically as I 13:41:20 17 sit here, counsel. 13:41:20 18 Q. Do you know any court that has 13:41:21 19 ever applied the test you articulate here in 24 13:41:32 20 with respect to cross-use — 13:41:32 21 MR. POLITO: Objection, incomplete 13:43:23 21 with respect to cross-use that I most 13:41:16 22 BY MR. VANDEVELDE: 13:43:20 23 Q. — using the word "benefit"? 13:41:34 24 MR. POLITO: Objection, instates testimony, 13:41:34 25 Objection, misstates testimony, 13:41:34 26 MR. POLITO: Objection, instates testimony, 13:41:36 27 A. They recoming in, and it's the brand new, the 13:43:40 28 BY MR. VANDEVELDE: 13:41:34 29 County used the scope. 13:41:35 21 overbroad, vague, outside the scope. 13:41:36 22 BY MR. POLITO: Objection, instates testimony, 13:41:36 23 language was not used solely for similar 13:41:39 24 language to that which I would have attempted 13:41:56 25 doel of the centent it 13:43:12 26 very first mode over created. Was that an act 13:43:40 27 very first mode over created. Was that an act 13:43:50 28 there is no client B. It only has one client 13:41:39 39 Large flow for the extent it 13:43:21 40 Divide an update, and 13:41:10 41 Divides an update, last the polection, inistates restrict in 13:41:00 42 Under your definition of cross-use 13:
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8 use the word "benefit"? 13:41:03 8 calls for a legal conclusion, misstates 13:43:21 9 A. The specific section that I'm 13:41:04 9 testimony. 13:43:23 10 recalling I do not recall using the the word 13:41:06 11 "benefit." I didn't I didn't memorize the 13:41:09 11 Q. Under your definition of cross-use 13:43:23 22 entire ruling, but the passages that I most 13:41:11 12 as applied in your report. 13:43:25 13:43:25 13 A. Let me clarify your hypothetical. 13:43:27 14 Q. Do you know whether the district 13:41:15 15 Rimini is completely is creating completely 13:43:29 15 court used the word "benefit"? 13:41:18 16 A. I don't recall specifically as I 13:41:18 16 from scratch without reference to anything from 13:43:36 17 any other customer or any other place. It's 13:43:38 18 Q. Do you know any court that has 13:41:21 18 they're coming in, and it's the brand new, the 13:43:42 19 ever applied the test you articulate here in 24 13:41:32 19 first act, if you will. 13:43:43 19 first act, if you will. 13:43:43 19 first act, if you will. 13:43:43 19 first act, if you will. 13:43:44 19 first act, if you will. 13:43:45 19 first act, if you will.
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13 clearly recall did not. 13:41:13 13 A. Let me clarify your hypothetical. 13:43:27 14 Q. Do you know whether the district 13:41:15 15 court used the word "benefit"? 13:41:16 15 Rimini is completely is creating completely 13:43:34 16 A. I don't recall specifically as I 13:41:18 16 from scratch without reference to anything from 13:43:36 17 sit here, counsel. 13:41:20 17 any other customer or any other place. It's 13:43:38 18 they're coming in, and it's the brand new, the 13:43:42 19 first act, if you will. 13:43:43 13:43:44 19 first act, if you will. 13:43:43 19 first act, if you will. 13:43:44 19 first act, if you will. 13:43:43 19 first act, if you will. 13:43:44 19 first act, if you will. 13:43:45 13:43:44 10 Q. Uh-huh, yes. 13:43:46 13:43:46 13:43:46 13:43:47 13:43:46 13:43:46 13:43:46 13:43:45 10 Q. Uh-huh, yes. 13:43:46 13:43:47 13:43:46 13:43:45 13:43:45 13:43:45 13:43:45 13:43:45 13:43:46 13:43:46 13:43:46 13:43:45 13:43:45 13:43:45 13:43:46 13:43:46 13:43:46 13:43:45 13:43:46 13:43:46 13:43:46 13:43:45 13:4
14 Q. Do you know whether the district 13:41:15 13 court used the word "benefit"? 13:41:16 15 court used the word "benefit"? 13:41:18 16
15 Court used the word "benefit"? 13:41:16 15 Rimini is completely is creating completely 13:43:34 16 A. I don't recall specifically as I 13:41:18 16 from scratch without reference to anything from 13:43:36 17 any other customer or any other place. It's 13:43:38 18 Q. Do you know any court that has 13:41:21 18 they're coming in, and it's the brand new, the 13:43:42 19 first act, if you will. 13:43:43 13:43:44 19 first act, if you will. 13:43:44 13:43:44 13:43:44 14:48 14:48 14:48 14:48 14:48 15 Rimini is completely is creating completely 13:43:36 13:43:36 13:41:20 17 any other customer or any other place. It's 13:43:38 13:41:34 16 from scratch without reference to anything from 13:43:36 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:38 16 from scratch without reference to anything from 13:43:34 16 from scratch without reference to anything from 13:43:34 16 from scratch without reference to anything from 13:43:34 16 from scratch without reference to anything from 13:43:34 16 from scratch without reference to anyt
16 A. I don't recall specifically as I 13:41:18 16 from scratch without reference to anything from 13:43:36 17 sit here, counsel. 13:41:20 17 any other customer or any other place. It's 13:43:38 18 Q. Do you know any court that has 13:41:21 18 they're coming in, and it's the brand new, the 13:43:42 19 ever applied the test you articulate here in 24 13:41:32 20 Q. Uh-huh, yes. 13:43:44 21 MR. POLITO: Objection. 13:41:33 21 A. They're coming in and creating the 13:43:46 22 BY MR. VANDEVELDE: 13:41:34 22 very first mod ever created. Was that an act 13:43:47 23 Q. — using the word "benefit"? 13:41:36 24 very first mod ever created. Was that an act 13:43:40 25 Objection, misstates testimony, 13:41:36 24 because there has been no use or provision to 13:43:55 25 Objection is that the 13:41:48 2 And then six months down down 13:43:56 3 1 quy with Rimini, and client B has the same 13:44:01 4 1 up with Rimini, and client B has the same 13:44:04 5 to capture here. 13:41:56 5 6 Q. Let's say — let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:0
17 sit here, counsel. 13:41:20 17 any other customer or any other place. It's 13:43:38 18 Q. Do you know any court that has 13:41:21 18 they're coming in, and it's the brand new, the 13:43:42 19 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 10 they're coming in, and it's the brand new, the 13:43:42 11 they're coming in, and it's the brand new, the 13:43:42 11 they're coming in, and it's the brand new, the 13:43:42 12 they're coming in, and it's the brand new, the 13:43:42 12 they're coming in, and it's the brand new, the 13:43:42 13:43:44 13:43:44 14 they're coming in, and it's the brand new, the 13:43:42 13:43:44 14 they're coming in, and it's the brand new, the 13:43:42 13:43:44 14 they're coming in, and it's the brand new, the 13:43:42 13:43:44 14 they're coming in, and it's the brand new, the 13:43:42 14 they're coming in, and it's the brand new, the 13:43:42 13:43:45 14 they're coming in, and it's the brand new, the 13:43:42 14 they're coming in, and it's the brand new, the 13:43:42 14 they're coming in, and it's the brand new, the 13:43:42
18
19 ever applied the test you articulate here in 24 13:41:26 20 with respect to cross-use 13:41:32 20 Q. Uh-huh, yes. 13:43:44 21 MR. POLITO: Objection. 13:41:33 21 A. They're coming in and creating the 13:43:46 22 Very first mod ever created. Was that an act 13:43:47 23 Q using the word "benefit"? 13:41:34 22 Very first mod ever created. Was that an act 13:43:47 23 of cross-use? Not at that point in time 13:43:50 24 because there has been no use or provision to 13:43:50 25 another customer. 13:43:55 Page 160 1 overbroad, vague, outside the scope. 13:41:39 2 And then six months down down 13:43:57 3 language was not used solely for similar 13:41:49 4 language to that which I would have attempted 13:41:56 5 issue. 13:44:06 6 Q. Let's say - let's say Rimini has 13:41:59 7 a client, client A, that needs an update, and 13:42:05 8 there is no client B. It only has one client. 13:42:05 8 Work it did, that knowledge, know-how, update, 13:44:16
20 with respect to cross-use 13:41:32 20 Q. Uh-huh, yes. 13:43:44
21 MR. POLITO: Objection. 13:41:33 21 A. They're coming in and creating the 13:43:46 22 22 23 24 24 25 25 25 25 25 25
22 BY MR. VANDEVELDE: 13:41:34 23 Q. — using the word "benefit"? 13:41:34 24 MR. POLITO: I'm sorry, counsel. 13:41:36 25 Objection, misstates testimony, 13:41:36 Page 158 1 overbroad, vague, outside the scope. 13:41:39 2 A. My recollection is that the 13:41:48 2 And then six months down down 13:43:57 3 language was not used solely for similar 13:41:49 4 language to that which I would have attempted 13:41:53 5 to capture here. 13:41:56 Q. Let's say – let's say Rimini has 13:41:59 7 a client, client A, that needs an update, and 13:42:05 8 there is no client B. It only has one client. 13:41:34 22 very first mod ever created. Was that an act 13:43:47 23 of cross-use? Not at that point in time 13:43:50 24 because there has been no use or provision to 13:43:55 Page 160 25 another customer. 13:43:55 Page 160 2 And then six months down down 13:43:57 3 the road, Rimini gets client B, client B signs 13:44:01 4 up with Rimini, and client B has the same 13:44:04 5 issue. 13:44:06 6 A. Uh-huh. 13:44:07 7 Q. Can Rimini leverage that prior 13:44:08 8 work it did, that knowledge, know-how, update, 13:44:11 9 Rimini creates the update. And six months 13:42:13 9 code, to provide to client B 13:44:16
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Page 158 Page 160 1 overbroad, vague, outside the scope. 13:41:39 2 A. My recollection is that the 13:41:48 2 language was not used solely for similar 13:41:49 4 language to that which I would have attempted 13:41:53 5 to capture here. 13:41:56 6 Q. Let's say let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:07 7 a client A, that needs an update, and 13:42:05 8 there is no client B. It only has one client. 13:42:09 9 Rimini creates the update. And six months 13:42:13 Page 160 Q. Okay. 13:43:56 2 And then six months down down 13:43:57 3 the road, Rimini gets client B, client B signs 13:44:01 4 up with Rimini, and client B has the same 13:44:04 5 issue. 13:44:06 6 A. Uh-huh. 13:44:07 7 Q. Can Rimini leverage that prior 13:44:08 8 work it did, that knowledge, know-how, update, 13:44:11 9 code, to provide to client B 13:44:16
A. My recollection is that the 13:41:48 2 And then six months down down 13:43:57 3 language was not used solely for similar 13:41:49 3 the road, Rimini gets client B, client B signs 13:44:01 4 language to that which I would have attempted 13:41:53 4 up with Rimini, and client B has the same 13:44:04 5 to capture here. 13:41:56 5 issue. 13:44:06 6 Q. Let's say let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:07 7 a client, client A, that needs an update, and 13:42:05 7 Q. Can Rimini leverage that prior 13:44:08 8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:16
A. My recollection is that the 13:41:48 2 And then six months down down 13:43:57 3 language was not used solely for similar 13:41:49 3 the road, Rimini gets client B, client B signs 13:44:01 4 language to that which I would have attempted 13:41:53 4 up with Rimini, and client B has the same 13:44:04 5 to capture here. 13:41:56 5 issue. 13:44:06 6 Q. Let's say let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:07 7 a client, client A, that needs an update, and 13:42:05 7 Q. Can Rimini leverage that prior 13:44:08 8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:16
3 language was not used solely for similar 13:41:49 4 language to that which I would have attempted 13:41:53 5 to capture here. 13:41:56 6 Q. Let's say let's say Rimini has 13:41:59 7 a client, client A, that needs an update, and 13:42:05 8 there is no client B. It only has one client. 13:42:09 9 Rimini creates the update. And six months 13:42:13 3 the road, Rimini gets client B, client B signs 13:44:01 4 up with Rimini, and client B has the same 13:44:04 5 issue. 13:44:06 6 A. Uh-huh. 13:44:07 7 Q. Can Rimini leverage that prior 13:44:08 8 work it did, that knowledge, know-how, update, 13:44:11
4 language to that which I would have attempted 13:41:53 4 up with Rimini, and client B has the same 13:44:04 5 to capture here. 13:41:56 5 issue. 13:44:06 6 Q. Let's say let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:07 7 a client A, that needs an update, and 13:42:05 7 Q. Can Rimini leverage that prior 13:44:08 8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:16
5 to capture here. 13:41:56 5 issue. 13:44:06 6 Q. Let's say — let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:07 7 a client, client A, that needs an update, and 13:42:05 7 Q. Can Rimini leverage that prior 13:44:08 8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:11 9 Rimini creates the update. And six months 13:42:13 9 code, to provide to client B — 13:44:16
6 Q. Let's say – let's say Rimini has 13:41:59 6 A. Uh-huh. 13:44:07 7 a client, client A, that needs an update, and 13:42:05 7 Q. Can Rimini leverage that prior 13:44:08 8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:11 9 Rimini creates the update. And six months 13:42:13 9 code, to provide to client B 13:44:16
7 a client A, that needs an update, and 13:42:05 7 Q. Can Rimini leverage that prior 13:44:08 8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:11 9 Rimini creates the update. And six months 13:42:13 9 code, to provide to client B 13:44:16
8 there is no client B. It only has one client. 13:42:09 8 work it did, that knowledge, know-how, update, 13:44:11 9 code, to provide to client B 13:44:16
9 Rimini creates the update. And six months 13:42:13 9 code, to provide to client B 13:44:16
10 later, client B signs up with Rimin. Is it 13:42:16 10 MR. POLITO: Objection. 13:44:16
11
11 cross-use under your definition to for 13:42:24 11 Q without being cross-use? 13:44:18
12 Rimini to leverage that prior update they had 13:42:28 12 MR. POLITO: Objection, calls for 13:44:20
13 created in client B's environment? 13:42:31 13 a legal conclusion, incomplete 13:44:22
MR. POLITO: Objection, vague, 13:42:34 14 hypothetical, vague. 13:44:23
15 incomplete hypothetical. 13:42:35 15 A. Would you either substitute 13:44:25
A. It's my understanding that the 13:42:41 16 something for the word "leverage" or clarify 13:44:27
17 specific behaviors that the court prohibited, 13:42:44 17 what you mean by leverage? Just that's kind of 13:44:29
18 which I understand to be cross-use in the 13:42:48 18 a fuzzy term really. 13:44:32
19 Rimini 1 matter, extend to future customers as 13:42:50 19 Q. Well, let's keep it to provide the 13:44:33
20 well. So in your scenario, if if it would 13:42:54 20 same update. Rimini created a particular file, 13:44:35
21 be cross-use with a current customer, it would 13:42:57 21 it's 100 percent Rimini code, to help client A. 13:44:38
22 also be cross-use with a the same behavior 13:42:59 22 Client B doesn't exist yet. Six months down 13:44:41
lan 14 0
23 with a future customer would also constitute 13:43:02 23 the road, client B signs up with Rimini. They 13:44:46
23 with a future customer would also constitute 13:43:02 23 the road, client B signs up with Rimin. They 13:44:46 24 cross-use. 13:43:04 24 have the same issue that client A had. Can 13:44:48

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1	percent Rimini code, to fix that issue with 13:44:53	1	MR. POLITO: Objection, vague, 13:46:35
2	client B's environment 13:44:56	2	incomplete hypothetical, calls for a 13:46:38
3	MR. POLITO: Objection. 13:44:57	3	legal conclusion. 13:46:38
4	BY MR. VANDEVELDE: 13:44:57	4	A. What are the other parts that you 13:46:40
5	Q or is that cross-use under your 13:44:57	5	contemplate when you say 13:46:41
6	definition? 13:44:59	6	Q. I don't know. I'm asking you. I 13:46:42
7	MR. POLITO: Objection, calls for 13:45:00	7	suggested one. It doesn't have to be that one. 13:46:44
8	a legal conclusion, incomplete 13:45:02	8	But what specifically is the cross-use in that 13:46:46
9	hypothetical, vague. 13:45:03	9	in that hypothetical? 13:46:48
10	A. I need two more clarifications if 13:45:05	10	MR. POLITO: Objection, calls for 13:46:49
11	you'll indulge me here, counsel. The first is, 13:45:06	11	a legal conclusion, vague, incomplete 13:46:50
12	is this code, for instance, that is 13:45:09	12	hypothetical. 13:46:52
13	modification to PeopleSoft or some other Oracle 13:45:11	13	A. The provision to another customer 13:46:54
14	component? It's not just some hypothetical 13:45:14	14	for that customer's benefit. 13:47:00
15	standalone that 13:45:16	15	Q. Does it matter how it's provided 13:47:02
16	Q. Yeah, it's in connection with 13:45:18	16	whether its file is transferred or the ten 13:47:05
17	PeopleSoft environment. 13:45:20	17	lines are copy, pasted or the engineer 13:47:11
18	A. Okay. And the other thing is, 13:45:21	18	remembers those ten lines, or is that 13:47:13
19	just to be sure that we are absolutely clear, 13:45:23	19	irrelevant? It's still cross-use? 13:47:16
20	when you say "Rimini creates it," they create 13:45:25	20	MR. POLITO: Objection, calls for 13:47:19
21	it totally from scratch in your hypothetical? 13:45:27	21	a legal conclusion. 13:47:20
22	Q. Well, it fits within the context 13:45:30	22	A. With respect to the material I 13:47:21
23	of client A's environment. 13:45:32	23	provided an opinion on, counsel, in my report, 13:47:22
24	A. Right, right. 13:45:34	24	I don't site examples of memorization. I have 13:47:26
25	Q. Client A has a PeopleSoft 13:45:35	25	set that issue aside with respect to what I 13:47:31
	Page 162		Page 164
			7 1 4 7 0 4
1	environment. Let's take the Arizona payroll 13:45:36	1	I point to in my report. 13:47:34
l _	1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1 2 3	example. Rimini creates an update. Let's say 13:45:39	1 2 3	With respect to your question of: 13:47:37
l _	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42	3	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39
2 3 4	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44	2 3 4	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42
2 3 4 5	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48	2 3 4 5	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44
2 3 4 5 6	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51	2 3 4 5 6	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49
2 3 4 5 6 7	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56	2 3 4 5 6 7	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51
2 3 4 5 6 7 8	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59	2 3 4 5 6 7 8	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54
2 3 4 5 6 7 8 9	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00	2 3 4 5 6 7 8 9	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57
2 3 4 5 6 7 8 9 10	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03	2 3 4 5 6 7 8 9 10	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58
2 3 4 5 6 7 8 9 10 11	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03 hypothetical. 13:46:04	2 3 4 5 6 7 8 9 10 11	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58 those ten lines of code that Rimini created, 13:48:04
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03 hypothetical. 13:46:04 A. As I understand cross-use, that 13:46:05 would be cross-use. 13:46:07 Q. Okay. 13:46:08 A. Because, again, the first the 13:46:08 fix was developed in the first client's 13:46:10 environment and then is being applied for the 13:46:14	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58 those ten lines of code that Rimini created, 13:48:04 why is that cross-use? Who is benefiting from 13:48:06 it 13:48:11 MR. POLITO: Objection. 13:48:11 BY MR. VANDEVELDE: 13:48:12 Q other than client B? 13:48:13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03 hypothetical. 13:46:04 A. As I understand cross-use, that 13:46:05 would be cross-use. 13:46:07 Q. Okay. 13:46:08 A. Because, again, the first the 13:46:08 fix was developed in the first client's 13:46:10 environment and then is being applied for the 13:46:14 benefit of a second client. 13:46:16	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58 those ten lines of code that Rimini created, 13:48:04 why is that cross-use? Who is benefiting from 13:48:06 it 13:48:11 MR. POLITO: Objection. 13:48:11 BY MR. VANDEVELDE: 13:48:12 Q other than client B? 13:48:13 Objection, compound, calls for a 13:48:15
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03 hypothetical. 13:46:04 A. As I understand cross-use, that 13:46:05 would be cross-use. 13:46:07 Q. Okay. 13:46:08 A. Because, again, the first the 13:46:08 fix was developed in the first client's 13:46:10 environment and then is being applied for the 13:46:14 benefit of a second client. 13:46:16 Q. Okay. 13:46:18	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58 those ten lines of code that Rimini created, 13:48:04 why is that cross-use? Who is benefiting from 13:48:06 it 13:48:11 MR. POLITO: Objection. 13:48:11 BY MR. VANDEVELDE: 13:48:12 Q other than client B? 13:48:13 Objection, compound, calls for a 13:48:15 legal conclusion, vague, incomplete 13:48:17
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03 hypothetical. 13:46:04 A. As I understand cross-use, that 13:46:05 would be cross-use. 13:46:07 Q. Okay. 13:46:08 A. Because, again, the first the 13:46:08 fix was developed in the first client's 13:46:10 environment and then is being applied for the 13:46:14 benefit of a second client. 13:46:18 Q. Okay. 13:46:18 So which part of that is 13:46:23 cross-use? 13:46:28	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58 those ten lines of code that Rimini created, 13:48:04 why is that cross-use? Who is benefiting from 13:48:06 it 13:48:11 MR. POLITO: Objection. 13:48:11 BY MR. VANDEVELDE: 13:48:12 Q other than client B? 13:48:12 MR. POLITO: Pardon me. 13:48:15 legal conclusion, compound, calls for a 13:48:17 hypothetical. 13:48:21 A. The two beneficiaries in the 13:48:24
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	example. Rimini creates an update. Let's say 13:45:39 ten let's say it's ten lines of code, Rimini 13:45:42 wrote those ten lines of code. And client B 13:45:44 six months later signs up, and they need those 13:45:48 same ten lines of code. Can Rimini use those 13:45:51 same ten lines of code in client B's 13:45:56 environment, or is that cross-use? 13:45:59 MR. POLITO: Objection, calls for 13:46:00 a legal conclusion, incomplete 13:46:03 hypothetical. 13:46:04 A. As I understand cross-use, that 13:46:05 would be cross-use. 13:46:07 Q. Okay. 13:46:08 A. Because, again, the first the 13:46:08 fix was developed in the first client's 13:46:10 environment and then is being applied for the 13:46:14 benefit of a second client. 13:46:18 So which part of that is 13:46:23 cross-use? 13:46:28 MR. POLITO: Objection, vague. 13:46:29 BY MR. VANDEVELDE: 13:46:30	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	With respect to your question of: 13:47:37 Does it matter if it comes in as a file that's 13:47:39 applied as a patch or as perhaps a snippet of 13:47:42 code in a textual file, or even by Rimini 13:47:44 looking at one client's screen and typing at 13:47:49 the other? I would consider all of those to be 13:47:51 acts of provision that would constitute 13:47:54 cross-use of that fix. 13:47:57 Q. Why why does the provision of 13:47:58 those ten lines of code that Rimini created, 13:48:04 why is that cross-use? Who is benefiting from 13:48:06 it 13:48:11 MR. POLITO: Objection. 13:48:11 BY MR. VANDEVELDE: 13:48:12 Q other than client B? 13:48:12 MR. POLITO: Pardon me. 13:48:13 Objection, compound, calls for a 13:48:15 legal conclusion, vague, incomplete 13:48:17 hypothetical. 13:48:21 A. The two beneficiaries in the 13:48:24 scenario that you describe are, first of all, 13:48:27 of course, Rimini because it doesn't have to 13:48:29

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1	solution. You know, it's able to, to use your 13:48:38	1	that original work in client A's environment 13:50:58
2	word, to leverage the solution that it had 13:48:42	2	was cross-used because it benefited a future 13:51:00
3	already developed. 13:48:46	3	customer, client B? 13:51:04
4	The second beneficiary is client 13:48:46	4	A. The cross-use occurs when it's 13:51:05
5	B, who you've already articulated in your 13:48:50	5	provided to customer B. Just as the court's 13:51:07
6	hypothetical needs that fix. And so getting 13:48:52	6	ruling, as I understand it, contemplated that 13:51:15
7	that fix for their use is a benefit to client 13:48:56	7	cross-use could occur for a future customer, 13:51:18
8	B. 13:49:00	8	and that's clearly the the situation here 13:51:23
9	Q. But your definition in paragraph 13:49:01	9	that I understand you to be offering in your 13:51:26
10	24 is benefits another customer. So what about 13:49:02	10	hypothetical. 13:51:28
11	the provision of that fix to client B benefits 13:49:07	11	Q. Let's unpack the word "provision." 13:51:31
12	another customer? Who is that other customer? 13:49:12	12	When are you saying that the provision is 13:51:34
13	MR. POLITO: Objection, misstates 13:49:16	13	the distribution? Like what is what is the 13:51:37
14	document. 13:49:17	14	reproduction derivative work or distribution 13:51:40
15	A. That's client B in our scenario. 13:49:17	15	you're talking about when you say "the 13:51:43
16	Client A is the originating customer, if I 13:49:19	16	provision of the fix"? 13:51:45
17	understood your hypothetical correctly. And 13:49:21	17	MR. POLITO: Misstates testimony. 13:51:47
18	client B is the other customer who is receiving 13:49:24	18	A. Okay. In the beginning, we have 13:51:57
19	that fix for its benefit, because, as you 13:49:26	19	the reproduction; that is to say, we are taking 13:51:58
20	stated in your hypothetical, they need it. 13:49:29	20	some reproduction, distribution or creation of 13:52:02
21	Did I misconstrue some part of the 13:49:37	21	derivative work. We are reproducing some 13:52:07
22	question? 13:49:39	22	something that already exists on customer A's 13:52:10
23	Q. No. You you identified the 13:49:39	23	environment that's a part of PeopleSoft, 13:52:13
24	cross-use as the provision to client B; 13:49:40	24	whether it's an Oracle-supplied fix or a 13:52:15
25	correct? 13:49:45	25	Rimini-supplied fix. We're reproducing that, 13:52:18
	Page 166		Page 168
1	A. That's correct. 13:49:45	1	maybe copying it onto a thumb drive or 13:52:22
2	Q. Okay. 13:49:45	2	something that we send to another customer, 13:52:25
	Q	4	bonneaming and we bond to discuss customer, 15:52:25
3	So what other customer benefits 13:49:47	3	maybe distributing it via FTP. Any any 13:52:27
3 4			,
	So what other customer benefits 13:49:47	3	maybe distributing it via FTP. Any any 13:52:27
4	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52	3 4	maybe distributing it via FTP. Any any 13:52:27 means of actually taking that original content 13:52:31
4 5	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55	3 4 5	maybe distributing it via FTP. Any any 13:52:27 means of actually taking that original content 13:52:31 that was developed for customer B A or 13:52:42
4 5 6	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56	3 4 5 6	maybe distributing it via FTP. Any any 13:52:27 means of actually taking that original content 13:52:31 that was developed for customer B A or 13:52:42 use or developed using customer A's 13:52:44
4 5 6 7	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56 A. I'm trying to understand your 13:50:00	3 4 5 6 7	maybe distributing it via FTP. Any any 13:52:27 means of actually taking that original content 13:52:31 that was developed for customer B A or 13:52:42 use or developed using customer A's 13:52:44 environment, I guess to be more clear, and 13:52:47
4 5 6 7 8 9	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56 A. I'm trying to understand your 13:50:00 question, counsel. And I'm sorry, let me just 13:50:01	3 4 5 6 7 8	maybe distributing it via FTP. Any any 13:52:27 means of actually taking that original content 13:52:31 that was developed for customer B A or 13:52:42 use or developed using customer A's 13:52:44 environment, I guess to be more clear, and delivering that to another customer. So 13:52:50
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4 5 6 7 8 9	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56 A. I'm trying to understand your 13:50:00 question, counsel. And I'm sorry, let me just 13:50:01 restate what I understand your hypothetical to 13:50:04 be to make sure I didn't get something wrong. 13:50:06	3 4 5 6 7 8 9	maybe distributing it via FTP. Any any means of actually taking that original content 13:52:31 that was developed for customer B A or use or developed using customer A's environment, I guess to be more clear, and delivering that to another customer. So 13:52:47 delivering that to another customer. So 13:52:50 whether you deliver it via looking at the 13:52:51 screen and typing the same changes, or deliver 13:52:56
4 5 6 7 8 9 10	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56 A. I'm trying to understand your 13:50:00 question, counsel. And I'm sorry, let me just 13:50:01 restate what I understand your hypothetical to 13:50:04 be to make sure I didn't get something wrong. 13:50:06 You're saying Rimini develops a 13:50:08	3 4 5 6 7 8 9 10 11	maybe distributing it via FTP. Any any means of actually taking that original content 13:52:31 that was developed for customer B A or use or developed using customer A's environment, I guess to be more clear, and delivering that to another customer. So 13:52:47 delivering that to another customer. So 13:52:50 whether you deliver it via looking at the 13:52:51 screen and typing the same changes, or deliver 13:52:56 it via sending it via AFW or via FTP or via 13:52:58
4 5 6 7 8 9 10 11 12	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56 A. I'm trying to understand your 13:50:00 question, counsel. And I'm sorry, let me just 13:50:01 restate what I understand your hypothetical to 13:50:04 be to make sure I didn't get something wrong. 13:50:06 You're saying Rimini develops a 13:50:08 fix in customer A's environment, ten-line fix. 13:50:10	3 4 5 6 7 8 9 10 11 12	maybe distributing it via FTP. Any any means of actually taking that original content 13:52:31 that was developed for customer B A or use or developed using customer A's environment, I guess to be more clear, and delivering that to another customer. So 13:52:47 delivering that to another customer. So 13:52:50 whether you deliver it via looking at the 13:52:51 screen and typing the same changes, or deliver 13:52:56 it via sending it via AFW or via FTP or via email, any any point at which that work is 13:53:05
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4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	So what other customer benefits 13:49:47 from the provision of the fix to client B? 13:49:52 MR. POLITO: Objection, misstates 13:49:55 document, asked and answered. 13:49:56 A. I'm trying to understand your 13:50:00 question, counsel. And I'm sorry, let me just 13:50:01 restate what I understand your hypothetical to 13:50:04 be to make sure I didn't get something wrong. 13:50:06 You're saying Rimini develops a 13:50:08 fix in customer A's environment, ten-line fix. 13:50:10 A while down the road, customer B comes along 13:50:15 and says, "Hey, I need a fix for X," and Rimini 13:50:19 goes, "Aha, I have that." Then I — and Rimini 13:50:22 takes the fix they had developed for customer A 13:50:26 and provides that fix to customer B. That's 13:50:29 the — the scenario that I'm — I'm talking 13:50:34 about here or that — and the customer 13:50:40 the — another customer in your hypothetical, 13:50:44 as I understand it, is customer B, who is 13:50:50 customer A's environment. 13:50:54	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	maybe distributing it via FTP. Any any means of actually taking that original content 13:52:31 that was developed for customer B A or use or developed using customer A's environment, I guess to be more clear, and delivering that to another customer. So whether you deliver it via looking at the screen and typing the same changes, or deliver 13:52:50 screen and typing the same changes, or deliver 13:52:56 it via sending it via AFW or via FTP or via email, any any point at which that work is 13:53:05 delivered to someone not the licensee is is 13:53:10 really I guess the best fence I can put about 13:53:13 it. 13:53:16 Q. Well, wait just let me pause 13:53:17 there. Are you saying that the recipient 13:53:18 doesn't have that's not part of the 13:53:22 A. No, no, it's not the original 13:53:24 Q. The original licensee. Okay. 13:53:25 customer A's license. Customer B has customer 13:53:27

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1 take the fruit of the labor you have done in 13-53-33 2 customer As environment and provide that fruit 13-53-39 3 to customer B, who was not the original 13-53-39 4 licensee, it's my understanding that you've - 13-53-45 5 Q. So let me make it more stark. 13-53-45 6 Q. So let me make it more stark. 13-53-45 7 Lot's say the update is just one line of code, 13-53-35 9 engineer who solved the problem and added that 13-54-00 10 one line of code to client A's environment add 13-54-00 11 that same line of code six months later to 13-54-10 12 client B's environment? 13-54-10 13 MR. POLITO: Objection, page. 13-56-15 14 hypothetical, calls for speculation, 13-54-10 15 vague. 13-54-12 16 A. Again, you know, I specifically 13-54-10 17 excluded from my analysis very small examples 13-54-17 17 excluded from my analysis very small examples 13-54-17 18 like that because of my concern that the own's 13-54-27 19 required to determine in any particular case 13-54-37 20 whether a single line of code was or was not 13-54-37 21 necessarily cross-use might outweigh the - the 13-54-37 22 borefit of doing so. 13-54-10 23 But the answer - it's the same 13-54-37 24 answer I gave you before lunch, is it will 13-54-39 25 depend very much on what was entialed in the 13-54-37 26 ord eshould be - or identify what the line 13-54-37 27 to two to test the code, actually test the one 13-55-48 28 line to make sure it was the right line to do 13-55-37 31 the line of code lested or deleted, identify 13-55-17 31 the line of code lested or deleted, identify 13-55-17 31 the line of code lested or actually test the one 13-55-48 32 pouver not - you're providing 13-55-48 33 the line of code lested or actually test the one 13-55-37 41 the one where we the cross-use coccurs. 13-55-37 42 code should be actually to the one 13-55-45 43 line to make code isself or a retailed in the line 13-55-40 44 line the provision of			_	
3 just a single line of code six months later to 13.53.43	1	take the fruit of the labor you have done in 13:53:33	1	it's only a one-line file, and it has nothing 13:56:08
4 But 13:56:14	2	customer A's environment and provide that fruit 13:53:35	2	to do with the environment. And you know, I 13:56:10
5 you've committed an act of cross-use.	3	to customer B, who was not the original 13:53:39	3	just we can go into hypotheticals forever. 13:56:12
6	4	licensee, it's my understanding that you've 13:53:43	4	But 13:56:14
The content of the code of the code of code. And can the same 13-53-54	5	you've committed an act of cross-use. 13:53:45	5	Q. Do you agree that engineers get 13:56:15
8 just a simple line of code. And can the same 13:53:54 9 engineer who solved the problem and added that 13:54:04 10 one line of code to client A's environment add 13:54:04 12 client B's environment? 13:54:07 13 MR. POLITO: Objection, incomplete 13:54:07 13 MR. POLITO: Objection, incomplete 13:54:07 14 hypothetical, calls for speculation 13:54:10 15 vague. 13:54:10 16 A. Again, you know, I specifically 13:54:10 17 excluded from my analysis very small examples 13:54:10 18 like that because of my concern that the work 13:54:20 19 required to determine in any particular case 13:54:27 19 required to determine in any particular case 13:54:27 19 whether a single line of code was or was not 13:54:27 10 ebendfir of doing so. 13:54:34 13:54:34 13:54:34 14 development of that code. If the development 13:54:43 16 different modules, experience and knowledge and 13:57:08 13:56:59 13:56:59 13:56:59 13:56:59 13:56:59 13:56:59 13:56:59 13:56:59 13:56:59 13:56:43	6	Q. So let me make it more stark. 13:53:49	6	more proficient and gain experience as they 13:56:18
9	7	Let's say the update is just one line of code, 13:53:51	7	perform their work over time? 13:56:22
10 one line of code to client A's environment add 13:54:02 11 that same line of code ix months later to 13:54:04 12 client B's environment? 13:54:07 13 MR. POLITO: Objection, incomplete 13:54:08 14 hypothetical, calls for speculation, 13:54:10 15 vague. 13:54:12 16 A. Again, you know, I specifically 13:54:14 17 excluded from my analysis very small examples 13:54:14 18 like that because of my concern that the work 13:54:17 18 like that because of my concern that the work 13:54:24 19 voquired to determine in any particular case 13:54:24 10 whether a single line of code was or was not 13:54:24 10 whether a single line of code was or was not 13:54:37 20 whether a single line of code ratio of that single line of code relied on the use 13:54:37 21 development of that code. If the development 13:54:43 22 of that single line of code relied on the use 13:54:59 23 of customer A's environment to identify where 13:54:59 24 code should be, identify where the line of 13:54:59 25 code should be be asserted or deleted, identify 13:55:07 26 code should be beardenify whate the line of 13:55:07 27 of that single line of code velled on the use 13:55:07 28 inter to make sure it was the right line to do 13:55:07 29 in the right place and insert it in the light 13:55:09 20 way. You know, if any of that activity on 13:55:23 21 time or or any other benefit that that 13:55:34 22 customer A received that wasn't customer B 13:55:45 23 customer A received that wasn't customer B 13:55:45 24 time or or any other benefit that that 13:55:45 25 customer A received that wasn't customer B 13:55:45 26 customer A received that wasn't customer B 13:55:45 27 own license been used to achieve that benefit 13:55:45 28 something to a customer Hat was not created or 13:55:45 29 Soy ou're not you're providing 13:55:45 20 something to	8	just a simple line of code. And can the same 13:53:54	8	MR. POLITO: Objection, vague. 13:56:24
11 that same line of code six months later to 13:54:04 12 client B's environment? 13:54:07 13 MR POLITO: Objection, incomplete 13:54:08 14 hypothetical, calls for speculation, 13:54:10 15 vague. 13:54:12 16 A. Again, you know, I specifically 13:54:14 17 excluded from my analysis very small examples 13:54:17 18 like that because of my concern that the work 13:54:27 19 required to determine in any particular case 13:54:27 20 whether a single line of code was or was not 13:54:27 21 necessarily cross-use might outweigh thethe 13:54:34 22 answer I gave you before lunch, is it will 13:54:39 23 But the answer it's the same 13:54:43 24 answer I gave you before lunch, is it will 13:54:43 25 depend very much on what was entailed in the 13:54:43 2 of that single line of code relied on the use 13:54:45 3 of customer A's environment to identify where 13:54:50 4 the code should be or identify whar the line 13:55:04 5 of code should be asserted or deleted, identify 13:55:01 7 how to test the code, actually test the one 13:55:04 10 the half of customer A is then conveyed via the 13:55:03 11 behalf of customer A is then conveyed via the 13:55:28 12 provision of that line of code, whether it's 13:55:21 15 customer A received that wasn't customer B 13:55:28 16 is now getting that benefit without having its 13:55:36 17 own license been used to achieve that benefit. 13:55:04 18 line of code ising fro a reduced testing 13:55:28 19 So you're not you're providing 13:55:44 10 sis now getting that benefit without having its 13:55:36 10 sis now getting that benefit without having its 13:55:36 21 developed using their license. 13:55:45 22 And I think in that context, you 13:55:55 23 there is maybe some remote corner case where 13:56:05 24 there that would not be cross-use. I mean, I 13:56:05 25 there is maybe some remote corner case where 13:56:05 26 there is maybe some remote corner case where 13:56:05 27 the fact of the development of the limited and the provided to customer B, you would 13:58:10 28 there is maybe some	9	engineer who solved the problem and added that 13:54:00	9	A. With respect to what type of work? 13:56:30
12 client B's environment? 13:54:07 13 MR. POLITO: Objection, incomplete 13:54:08 14 hypothetical, calls for speculation, 13:54:10 15 vague. 13:54:12 16 A. Again, you know, I specifically 13:54:14 17 excluded from my analysis very small examples 13:54:27 18 like that because of my concern that the work 13:54:20 19 required to determine in any particular case 13:54:24 20 whether a single line of code was or was not 13:54:27 21 necessarily cross-use might outweigh the the 13:54:27 22 benefit of doing so. 13:54:34 23 But the answer it's the same 13:54:37 24 answer I gave you before lunch, is it wil 13:54:39 25 depend very much on what was entailed in the 13:54:34 26 of code should be or identify what the line 13:54:35 27 of code should be or identify what the line 13:55:04 28 line to make sure it was the right line to do 13:55:07 29 in the right place and insert it in the light 13:55:07 29 in the right place and insert it in the light 13:55:28 20 way. You know, if any of that activity on 13:55:28 21 the line of code, whether it's 13:55:28 22 mony I considered and 13:56:43 23 line to make sure it was the right line to do 13:55:07 24 the code should be asserted or deleted, identify 13:55:07 25 or doed should be asserted or deleted, identify 13:55:07 26 or doed should be or identify what the line 13:55:04 27 provision of that line of code, whether it's 13:55:28 28 line to make sure it was the right line to do 13:55:28 29 Q. Yes. 13:57:37 20 way. You know, if any of that activity on 13:55:12 20 provision of that line of code, whether it's 13:55:28 21 move there the cross-vene coccurs. 13:55:43 22 move the the code itself or a reduced testing 13:55:28 23 know, I I can't think of an example as 1 sit 13:55:04 24 developed using their that examt – customer B 13:55:33 25 customer A received that wasn't – customer B 13:55:33 26 is now getting that benefit without having its 13:55:28 27 And I think in that context, you 13:55:53 28 know, I I can't think of an example as 1 sit 13:55:05 29 Code should be co	10	one line of code to client A's environment add 13:54:02	10	Q. PeopleSoft engineer who has worked 13:56:33
MR. POLITO: Objection, incomplete 13:54:08 14 hypothetical, calls for speculation, 13:54:10 15 vague. 13:54:12 16 A. Again, you know, I specifically 13:54:14 17 excluded from my analysis very small examples 13:54:17 18 like that because of my concern that the work 13:54:27 19 required to determine in any particular case 13:54:27 20 whether a single line of code was or was not 13:54:27 21 necessarily cross-use might outweight the the 13:54:37 22 benefit of doing so. 13:54:37 23 But the answer it's the same 13:54:37 24 answer I gave you before lunch, is it will 13:54:39 25 depend very much on what was entailed in the 13:54:45 26 depend very much on what was entailed in the 13:54:45 27 of that single line of code relied on the use 13:54:45 28 of customer A's environment to identify where 13:54:59 29 code should be or identify what the line 13:55:04 30 flow to test the code, actually test the one 13:55:04 31 line to make sure it was the right lace and insert it in the light 13:55:09 31 the line of code itself or a reduced testing 13:55:28 32 know, I I can't think of an example as 1 sit 13:55:38 33 know, I I can't think of an example as 1 sit 13:55:58 34 know, I I can't think of an example as 1 sit 13:55:58 35 know, I I can't think of an example as 1 sit 13:55:50 36 the code should not be cross-use occurs. 13:55:53 36 know, I I can't think of an example as 1 sit 13:55:50 37 know I cone sudon of the coder corner case where 13:55:05 38 know, I I can't think of an example as 1 sit 13:55:05 39 killent Bin my hypothetical, wague as to "in my 13:57:23 30 know I cone where we're still talking about, where 13:57:36 31 the line of code itself or a reduced testing 13:55:04 31 the line of code itself or a reduced testing 13:55:28 32 know, I I can't think of an example as 1 sit 13:55:35 33 know I I can't think of an example as 1 sit 13:55:50 34 know I I can't think of an example as 1 sit 13:55:50 35 know I I can't think of an example as 1 sit 13:55:05 36 know I I can't think of an examp	11	that same line of code six months later to 13:54:04	11	on would you agree that a PeopleSoft 13:56:35
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15 vague. 13:54:12 16 A. Again, you know, I specifically 13:54:14 17 excluded from my analysis very small examples 13:54:17 18 like that because of my concern that the work 13:54:20 19 required to determine in any particular case 13:54:24 20 whether a single line of code was or was not 13:54:27 21 mecessarily cross-use might outweigh the the 13:54:34 22 benefit of doing so. 13:56:37 23 But the answer it's the same 13:54:34 24 answer I gave you before lunch, is it will 13:54:39 25 depend very much on what was entailed in the 13:54:39 26 development of that code. If the development 13:54:43 2 of chat single line of code relied on the use 13:54:45 3 of customer A's environment to identify what the line 13:55:04 4 the code should be or identify what the line 13:55:04 5 of code should be asserted or deleted, identify 13:55:07 9 in the right place and insert it in the light 13:55:07 9 in the right place and insert it in the light 13:55:28 11 behalf of customer A is then conveyed via the line of code, whether it's 13:55:28 12 time or or any other benefit that that 13:55:28 13 the line of code itself or a reduced testing 13:55:28 14 time or or any other benefit that that 13:55:28 15 coated, about how things function, about 13:56:43 16 is now getting that beceatis of water pain the weight line to do 13:55:07 19 own. You know, if any of that activity on 13:55:12 10 to compound. 13:56:59 12 MR. POLITO: Objection, vague, 13:56:59 13:57:13 15 behalf of customer A's environment to identify where 13:54:49 15 of code should be asserted or deleted, identify 13:55:09 16 very line of code existed or deleted, identify 13:55:07 17 how to test the code, actually test the one 13:55:07 18 line to make sure it was the right line to do 13:55:07 19 in the right place and insert it in the light 13:55:28 10 time to make sure it was the right line to do 13:55:07 10 time to make sure it was the right line to do 13:55:07 11 behalf of customer A is then conveyed in the light 13:55:28 12 time to see been used to achieve tha	13	MR. POLITO: Objection, incomplete 13:54:08	13	PeopleSoft environment acquires knowledge and 13:56:39
16	14	hypothetical, calls for speculation, 13:54:10	14	gains experience about where things are 13:56:42
17 excluded from my analysis very small examples 13:54:27 18 like that because of my concern that the work 13:54:20 19 required to determine in any particular case 13:54:24 19 MR. POLITO: Objection, vague, 13:56:53 20 whether a single line of code was or was not 13:54:27 21 necessarily cross-use might outweigh the the 13:54:30 22 benefit of doing so. 13:54:37 22 23 But the answer it's the same 13:54:37 23 answer I gave you before lunch, is it will 13:54:39 24 answer I gave you before lunch, is it will 13:54:49 25 depend very much on what was entailed in the 13:54:45 26 of customer A's environment to identify where 13:54:54 3 of customer A's environment to identify where 13:54:54 3 of customer A's environment to identify where 13:55:04 4 the code should be or identify where the line of 13:55:04 5 of code should be asserted or deleted, identify 13:55:01 7 how to test the code, actually test the one 13:55:04 8 line to make sure it was the right line to do 13:55:04 13 behalf of customer A is then conveyed via the 13:55:28 13 behalf of customer A is then conveyed via the 13:55:28 13 time or or any other benefit that that 13:55:28 13 time or or any other benefit that that 13:55:45 13 time or or any other benefit that that 13:55:45 13 time or or any other benefit that that 13:55:45 13 time or or any other benefit without having its 13:55:45 13 time or or any other benefit without having its 13:55:45 13 time or or any other benefit without having its 13:55:45 13 time or or any other benefit without having its 13:55:45 13 time or or any other benefit hat that 13:55:45 13 time or or any other benefit without having its 13:55:54 13 time or or any other benefit without having its 13:55:54 13 time or or any other benefit without having its 13:55:45 13 time or or any o	15	vague. 13:54:12	15	located, about how things function, about 13:56:43
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18 like that because of my concern that the work 13:54:20 19 required to determine in any particular case 13:54:24 20 whether a single line of code was or was not 13:54:24 21 necessarily cross-use might outweigh the — the 13:54:30 22 benefit of doing so. 13:54:34 23 But the answer — it's the same 13:54:37 24 answer I gave you before lunch, is it will 13:54:39 25 depend very much on what was entailed in the 13:54:34 26 development of that code. If the development 13:54:44 Page 170 27	17		17	
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behalf of customer A is then conveyed via the 13:55:15 provision of that line of code, whether it's 13:55:23 provision of that line of code, whether it's 13:55:23 provision of that line of code, whether it's 13:55:23 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code, whether it's 13:55:25 provision of that line of code, whether it's 13:55:25 provision of that line of code, whether it's 13:55:25 provision of that line of code, whether it's 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:25 provision of that line of code itself or a reduced testing 13:55:45 provision of that line of code itself or a reduced testing 13:55:45 provision of the individual customer by 13:57:45 provision of the individual, in this 13:58:00 provision of the individual provision of the individual provision of the individual provision of the individual provision of t	9	in the right place and insert it in the light 13:55:09	9	Q. Yes. 13:57:37
12 provision of that line of code, whether it's 13:55:23	10	way. You know, if any of that activity on 13:55:12	10	A for customer A and then 13:57:38
13 the line of code itself or a reduced testing 13:55:25 14 time or or any other benefit that that 13:55:28 15 customer A received that wasn't customer B 13:55:36 16 is now getting that benefit without having its 13:55:36 17 own license been used to achieve that benefit. 13:55:40 18 That's where the cross-use occurs. 13:55:45 19 So you're not you're providing 13:55:48 10 developed using their license. 13:55:53 11 also have to look to the allowable behavior first 13:57:45 12 the license permits a particular customer to 13:57:56 13 have to look to the allowable behavior first 13:57:45 14 under the contract to determine what what 13:57:50 15 the license permits a particular customer to 13:57:56 16 do. 13:57:59 17 And then you would have to look at 13:58:00 18 the specific actions of the individual, in this 13:58:04 19 case, your hypothetical software engineer. 13:58:09 20 With respect to and you would 13:58:11 21 also have to look at what was required in 13:58:16 22 And I think in that context, you 13:55:55 23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 26 factors that I talked about before. And say, 13:58:24	11	behalf of customer A is then conveyed via the 13:55:15	11	
time or or any other benefit that that 13:55:28 15 customer A received that wasn't customer B 13:55:33 16 is now getting that benefit without having its 13:55:36 17 own license been used to achieve that benefit. 13:55:40 18 That's where the cross-use occurs. 13:55:45 19 So you're not you're providing 13:55:48 20 something to a customer that was not created or 13:55:53 21 developed using their license. 13:55:55 22 And I think in that context, you 13:55:55 23 know, I I can't think of an example as I sit 13:55:02 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 14 under the contract to determine what what 13:57:50 15 the license permits a particular customer to 13:57:56 do. 13:57:59 17 And then you would have to look at 13:58:00 18 the specific actions of the individual, in this 13:58:04 19 case, your hypothetical software engineer. 13:58:09 20 With respect to and you would 13:58:11 21 also have to look at what was required in 13:58:18 22 developing the fix. So, for instance, Did it 13:58:20 23 where to insert the line of code? All of the 13:58:22 24 where to insert the line of code? All of the 13:58:24	12	provision of that line of code, whether it's 13:55:23	12	and it is provided to customer B, you would 13:57:42
15 customer A received that wasn't customer B 13:55:33 15 the license permits a particular customer to 13:57:56 16 is now getting that benefit without having its 13:55:36 16 do. 13:57:59 17 And then you would have to look at 13:58:00 18 That's where the cross-use occurs. 13:55:45 18 the specific actions of the individual, in this 13:58:04 19 case, your hypothetical software engineer. 13:58:09 20 something to a customer that was not created or 13:55:49 20 With respect to and you would 13:58:11 21 developed using their license. 13:55:55 21 also have to look at what was required in 13:58:16 22 developing the fix. So, for instance, Did it 13:58:18 23 know, I I can't think of an example as I sit 13:55:58 24 knere that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 25 factors that I talked about before. And say, 13:58:24	13	_	13	have to look to the allowable behavior first 13:57:45
16 is now getting that benefit without having its 13:55:36 17 own license been used to achieve that benefit. 13:55:40 18 That's where the cross-use occurs. 13:55:45 19 So you're not you're providing 13:55:48 19 So you're not you're providing 13:55:48 10 So you're not you're providing 13:55:48 11 case, your hypothetical software engineer. 13:58:09 12 With respect to and you would 13:58:11 13 is have to look at what was required in 13:58:16 15 developed using their license. 13:55:55 16 developing the fix. So, for instance, Did it 13:58:18 17 And then you would have to look at 13:58:00 18 the specific actions of the individual, in this 13:58:09 20 With respect to and you would 13:58:11 21 also have to look at what was required in 13:58:16 22 developing the fix. So, for instance, Did it 13:58:18 23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 26 do. 13:57:59 27 And then you would have to look at 13:58:00 28 the specific actions of the individual, in this 13:58:00 29 With respect to and you would 13:58:11 20 developing the fix. So, for instance, Did it 13:58:18 21 also have to look at what was required in 13:58:18 22 developing the fix. So, for instance, Did it 13:58:20 23 there is maybe some remote corner case where 13:56:05 24 where to insert the line of code? All of the 13:58:24	14	time or or any other benefit that that 13:55:28	14	under the contract to determine what what 13:57:50
17 own license been used to achieve that benefit. 13:55:40 18 That's where the cross-use occurs. 13:55:45 19 So you're not you're providing 13:55:48 19 So you're not you're providing 13:55:48 20 something to a customer that was not created or 13:55:59 21 developed using their license. 13:55:55 22 And I think in that context, you 13:55:55 23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 17 And then you would have to look at 13:58:00 18 the specific actions of the individual, in this 13:58:04 19 case, your hypothetical software engineer. 13:58:09 20 With respect to and you would 13:58:11 21 also have to look at what was required in 13:58:16 22 developing the fix. So, for instance, Did it 13:58:18 23 need to be tested? Did you need to figure out 13:58:20 24 where to insert the line of code? All of the 13:58:24	15	customer A received that wasn't customer B 13:55:33	15	the license permits a particular customer to 13:57:56
18 That's where the cross-use occurs. 13:55:45 19 So you're not you're providing 13:55:48 20 something to a customer that was not created or 13:55:549 21 developed using their license. 13:55:53 22 And I think in that context, you 13:55:55 23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 18 the specific actions of the individual, in this 13:58:04 19 case, your hypothetical software engineer. 13:58:09 20 With respect to and you would 13:58:11 21 also have to look at what was required in 13:58:16 22 developing the fix. So, for instance, Did it 13:58:18 23 need to be tested? Did you need to figure out 13:58:20 24 where to insert the line of code? All of the 13:58:22	16	is now getting that benefit without having its 13:55:36	16	do. 13:57:59
So you're not you're providing 13:55:48 20 something to a customer that was not created or 13:55:49 21 developed using their license. 13:55:53 22 And I think in that context, you 13:55:55 23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 19 case, your hypothetical software engineer. 13:58:09 With respect to and you would 13:58:11 20 Ease, your hypothetical software engineer. 13:58:09 With respect to and you would 13:58:16 21 also have to look at what was required in 13:58:18 22 developing the fix. So, for instance, Did it 13:58:18 23 need to be tested? Did you need to figure out 13:58:20 24 where to insert the line of code? All of the 13:58:22	17	own license been used to achieve that benefit. 13:55:40	17	And then you would have to look at 13:58:00
20 something to a customer that was not created or 13:55:49 21 developed using their license. 13:55:53 21 also have to look at what was required in 13:58:16 22 And I think in that context, you 13:55:55 22 developing the fix. So, for instance, Did it 13:58:18 23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 24 where to insert the line of code? All of the 13:58:22 25 there is maybe some remote corner case where 13:56:05 25 factors that I talked about before. And say, 13:58:24	18	That's where the cross-use occurs. 13:55:45	18	the specific actions of the individual, in this 13:58:04
21 developed using their license. 13:55:53 21 also have to look at what was required in 13:58:16 22 And I think in that context, you 13:55:55 22 developing the fix. So, for instance, Did it 13:58:18 23 know, I I can't think of an example as I sit 13:55:58 23 need to be tested? Did you need to figure out 13:58:20 24 where to insert the line of code? All of the 13:58:22 25 there is maybe some remote corner case where 13:56:05 25 factors that I talked about before. And say, 13:58:24	19	So you're not you're providing 13:55:48	19	case, your hypothetical software engineer. 13:58:09
And I think in that context, you 13:55:55 22 developing the fix. So, for instance, Did it 13:58:18 23 know, I I can't think of an example as I sit 13:55:58 23 need to be tested? Did you need to figure out 13:58:20 24 here that would not be cross-use. I mean, I 13:56:02 24 where to insert the line of code? All of the 13:58:22 25 there is maybe some remote corner case where 13:56:05 25 factors that I talked about before. And say, 13:58:24	20	something to a customer that was not created or 13:55:49	20	With respect to and you would 13:58:11
23 know, I I can't think of an example as I sit 13:55:58 24 here that would not be cross-use. I mean, I 13:56:02 25 there is maybe some remote corner case where 13:56:05 26 lead to be tested? Did you need to figure out 13:58:20 27 where to insert the line of code? All of the 13:58:22 28 factors that I talked about before. And say, 13:58:24	21	developed using their license. 13:55:53	21	also have to look at what was required in 13:58:16
24 here that would not be cross-use. I mean, I 13:56:02 24 where to insert the line of code? All of the 13:58:22 25 there is maybe some remote corner case where 13:56:05 25 factors that I talked about before. And say, 13:58:24	22	And I think in that context, you 13:55:55	22	developing the fix. So, for instance, Did it 13:58:18
25 there is maybe some remote corner case where 13:56:05 25 factors that I talked about before. And say, 13:58:24	23	know, I I can't think of an example as I sit 13:55:58	23	need to be tested? Did you need to figure out 13:58:20
	24	here that would not be cross-use. I mean I 13:56:02	24	where to insert the line of code? All of the 13:58:22
Page 171 Page 173	1	note that would not be cross use. I mean, 1 13.30.02	l	
	25	there is maybe some remote corner case where 13:56:05	25	

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1	okay, was was any of that used was any of 13:58:27	1	Rimini 1 and the instruction I've given with 14:00:33
2	that knowledge used directly this specific 13:58:31	2	respect to the interpretation of that ruling. 14:00:37
3	knowledge of this specific fix, not the general 13:58:37	3	Q. Well, let's 14:00:39
4	knowledge of how PeopleSoft is hung together, 13:58:39		3
5	but the specific knowledge of a specific fix or 13:58:42	5	
6	update or change. Was that specific knowledge 13:58:44	6	Q. Yeah. 14:00:40
7	re-used for the benefit of the other customer? 13:58:47	7	
8	Q. Well, let me make it more - 13:58:49	8	permits. 14:00:43
9	A. And 13:58:51	9	Q. You you've learned a lot about 14:00:44
10	Q. Let me make it more concrete. 13:58:51	10	PeopleSoft in connection with your work on this 14:00:45
11	The engineer wants to implement - 13:58:55	11	case; right? 14:00:47
12	he knows that client A needs to implement this 13:58:58	12	A. A fair amount I think, yes. 14:00:49
13	fix. He doesn't know what file it's going to 13:59:00	13	Q. Yeah. You reviewed a lot of code? 14:00:50
14	go in at first. 13:59:03	14	A. Yes. 14:00:53
15	A. Okay. 13:59:04	15	Q. PeopleSoft code. 14:00:54
16	Q. So he goes into client A's 13:59:04	16	If you got some subsequent 14:00:55
17	environment, spends sometime and figures out, 13:59:07	17	engagement and you needed to analyze a 14:00:57
18	"Oh, it should go in this particular file, in" 13:59:10	18	particular function, and you knew from your 14:00:59
19	"in client A's environment." You would 13:59:13	19	prior work on this case exactly where it was, 14:01:02
20	agree that's knowledge; right? He now knows 13:59:15	20	that's using your knowledge in this case for 14:01:04
21	where the fix should go? 13:59:18	21	that subsequent case. Is that — would that be 14:01:08
22	MR. POLITO: Objection, vague. 13:59:20	22	cross-use? 14:01:10
23	A. Well, he has identified where the 13:59:22	23	MR. POLITO: Objection, calls for 14:01:11
24	fix goes in one particular environment. 13:59:23	24	a legal conclusion, outside the scope, 14:01:12
25	Q. And then he implements that 13:59:25	25	incomplete hypothetical. 14:01:13
	Page 174		Page 176
1	one-line fix. And six months later client B 13:59:26	1	A. Before I did something like that, 14:01:15
2	comes on the scene, and client B needs that 13:59:30	2	I would want to consult with counsel both about 14:01:17
3	same one-line fix. Can the same engineer go 13:59:33	3	31
4	into client B's environment and add that one 13:59:39	4	terms of the the license on the system where 14:01:22
5	line already knowing the file that it needs to 13:59:42	5	I had learned that. I I don't know the 14:01:24
6	go into, or does that fall under cross-use as 13:59:45	6	answer to that, counsel, without, you know, 14:01:26
7	you applied in your analysis? 13:59:47	7	actually committing the study that would be 14:01:29
8	MR. POLITO: Objection, incomplete 13:59:50	8	required to determine what was allowed. 14:01:31
9	hypothetical, vague, compound. 13:59:51	9	I would assume that I was not 14:01:33
10	A. Again, as I said before, counsel, 13:59:53	10	allowed to do that both under the terms of 14:01:34
11	it's a little more complex than just adding a 13:59:55	11	of the protective order and the terms of 14:01:37
12	line of code, because you have to know where to 13:59:57	12	whatever license may have pertained with 14:01:41
13	add that add the line of code. 14:00:00	13	respect to the materials that were produced. 14:01:44
14	Q. Yeah. In my hypothetical, you 14:00:01	14	You know, this is a little bit nonstandard. 14:01:46
15	learned where. 14:00:04	15	I'm not a licensee of Oracle. I've been given 14:01:48
16	A. And you have to know what that 14:00:04	16	access to Oracle materials in the context of 14:01:51
17	code is. So he learned on customer A's 14:00:05	17	litigation. But I certainly wouldn't undertake 14:01:53
18	environment what program needed to be changed 14:00:07	18	that without speaking to counsel about whether 14:01:55
19	and where the change needed to go in the 14:00:09	19	I was even allowed to work on an Oracle 14:01:59
20	program and what specifically he needed to 14:00:12	20	PeopleSoft case or environment. 14:02:03
21	change. That was all work done under color of 14:00:14	21	Q. Can a Rimini engineer work on 14:02:06
22	customer A's license. And then he goes to 14:00:18	22	multiple clients without cross using? 14:02:08
23	customer B and applies that same update. 14:00:23	23	MR. POLITO: Objection, incomplete 14:02:12
24	My understanding is that that 14:00:27	24	hypothetical, calls for speculation. 14:02:13
25	would be prohibited under the ruling from 14:00:29	25	A. I think the answer to that 14:02:17
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1	MR. POLITO: Misstates prior 14:06:46	1	Would you agree? 14:08:54
2	testimony. 14:06:47	2	A. Oh, certainly, yes. You copied 14:08:55
3	A. I'm still not understanding your 14:06:49	3	the whole thing. 14:08:57
4	14:06:49	4	Q. If you had a 17 syllable haiku in 14:08:58
5	Q. You said you said a blank line. 14:06:51	5	a 5,000 page book of haikus, and you copied 14:09:01
6	So are you comparing it - it's de minimis 14:06:53	6	that one, would that be de minimis or not? 14:09:05
7	relative to the file? It's de minimis relative 14:06:57	7	A. I do not think that would be de 14:09:07
8	to the module? It's de minimis relative to the 14:06:58	8	minimis 14:09:09
9	entire program? What is what are you 14:07:00	9	Q. Okay. 14:09:09
10	comparing it against? 14:07:03	10	A if you copied the entire thing, 14:09:09
11	MR. POLITO: Objection, misstates 14:07:04	11	even if it was a 5,000 page book. 14:09:12
12	prior testimony, vague, compound. 14:07:05	12	Q. That's what I'm asking. So are 14:09:13
13	A. I am comparing in concluding 14:07:07	13	you saying it's not de minimis even relative to 14:09:16
14	that that line is de minimis, I am, first of 14:07:10	14	the entire registered copyrighted work? 14:09:19
15	all, looking at the amount of content that was 14:07:14	15	MR. POLITO: Objection, vague. 14:09:21
16	char copied, the actual number of 14:07:16	16	A. I do not think that the that 14:09:22
17	characters or words, the size of the copying. 14:07:19	17	the entire registered copyright work, that's 14:09:25
18	So in both of these cases, I've postulated it's 14:07:21	18	not my understanding that that's the 14:09:28
19	a very small amount. 14:07:24	19	appropriate comparand. 14:09:34
20	I'm also considering the value. 14:07:25	20	[Reporter clarification.] 14:09:35
21	Is it a negligible value to the software that's 14:07:28	21	Q. Okay. 14:09:35
22	the recipient or not? And, you know, the sad 14:07:32	22	What's the appropriate comparand 14:09:35
23	fact with computer software is that almost any 14:07:36	23	in your view? 14:09:37
24	line if removed from a program, if it's an 14:07:39	24	A. Well, again, I think it's just an 14:09:38
25	actual line of code, will, in all likelihood, 14:07:42	25	assessment just directly with respect to what 14:09:39
	Page 182		Page 184
1	cause that program to fail in at least some 14:07:45	1	was copied. Is it trivial? Is it negligible? 14:09:42
2	instances, rendering the software less less 14:07:48	2	Does it does it attribute anything of value 14:09:47
3	reliable and, therefore, less valuable. 14:07:51	3	as the starting point? And then, you know, 14:09:52
4	So in in computer software 14:07:53	4	there is for practical reasons I think even 14:09:54
5	sense, even a single line of code is certainly 14:07:57	5	with code some lower boundary that you would 14:09:50
6	not negligible. Now, it may still be trivial, 14:07:59	6	need to apply. 14:09:59
7	as I say, if it's something that really has no 14:08:02	l _	11 7
Q		7	In order to be ultra conservative 14:10:01
0	functional operation and is extremely short, 14:08:05	8	
9	functional operation and is extremely short, 14:08:05 doesn't really embody any particular expressive 14:08:08	'	In order to be ultra conservative 14:10:01
l .	-	8	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05
9	doesn't really embody any particular expressive 14:08:08	8	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07
9	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12	8 9 10	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09
9 10 11	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17	8 9 10 11	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11
9 10 11 12	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17 negligible. I don't look specifically to a 14:08:19	8 9 10 11 12	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11 counts and the exhibits I prepared. But I 14:10:14
9 10 11 12 13	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17 negligible. I don't look specifically to a 14:08:19 numeric quantum of X compared to Y or X over Y 14:08:23 as you suggest it would be the — perhaps the 14:08:28	8 9 10 11 12 13	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11 counts and the exhibits I prepared. But I 14:10:14 actually think that's maybe an artificially 14:10:18
9 10 11 12 13 14	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17 negligible. I don't look specifically to a 14:08:19 numeric quantum of X compared to Y or X over Y 14:08:23 as you suggest it would be the — perhaps the 14:08:28	8 9 10 11 12 13 14	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11 counts and the exhibits I prepared. But I 14:10:14 actually think that's maybe an artificially 14:10:18 high boundary. 14:10:20
9 10 11 12 13 14 15	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17 negligible. I don't look specifically to a 14:08:19 numeric quantum of X compared to Y or X over Y 14:08:23 as you suggest it would be the — perhaps the 14:08:28 14:08:28	8 9 10 11 12 13 14 15	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11 counts and the exhibits I prepared. But I 14:10:14 actually think that's maybe an artificially 14:10:18 high boundary. 14:10:20 Q. Based on what? 14:10:22
9 10 11 12 13 14 15 16	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17 negligible. I don't look specifically to a 14:08:19 numeric quantum of X compared to Y or X over Y 14:08:23 as you suggest it would be the — perhaps the 14:08:28 - 14:08:28 Q. I'm not suggesting that you 14:08:31	8 9 10 11 12 13 14 15 16	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11 counts and the exhibits I prepared. But I 14:10:14 actually think that's maybe an artificially 14:10:18 high boundary. 14:10:20 Q. Based on what? 14:10:22 A. Based on having looked at some of 14:10:24
9 10 11 12 13 14 15 16 17	doesn't really embody any particular expressive 14:08:08 creation as it exists. Then those are the 14:08:12 factors I look for in assessing trivial and 14:08:17 negligible. I don't look specifically to a 14:08:19 numeric quantum of X compared to Y or X over Y 14:08:23 as you suggest it would be the — perhaps the 14:08:28 14:08:28 Q. I'm not suggesting that you 14:08:31 provide a numeric quantum, at least at this 14:08:33	8 9 10 11 12 13 14 15 16 17	In order to be ultra conservative 14:10:01 in my report, I've really used a 20-percent 14:10:05 boundary, but often, that was hundreds of lines 14:10:07 of similarity. And I you know, that we used 14:10:09 as a cutoff point in our in our de minimis 14:10:11 counts and the exhibits I prepared. But I 14:10:14 actually think that's maybe an artificially 14:10:18 high boundary. 14:10:20 Q. Based on what? 14:10:22 A. Based on having looked at some of 14:10:24 the stuff we actually excluded using that 14:10:25
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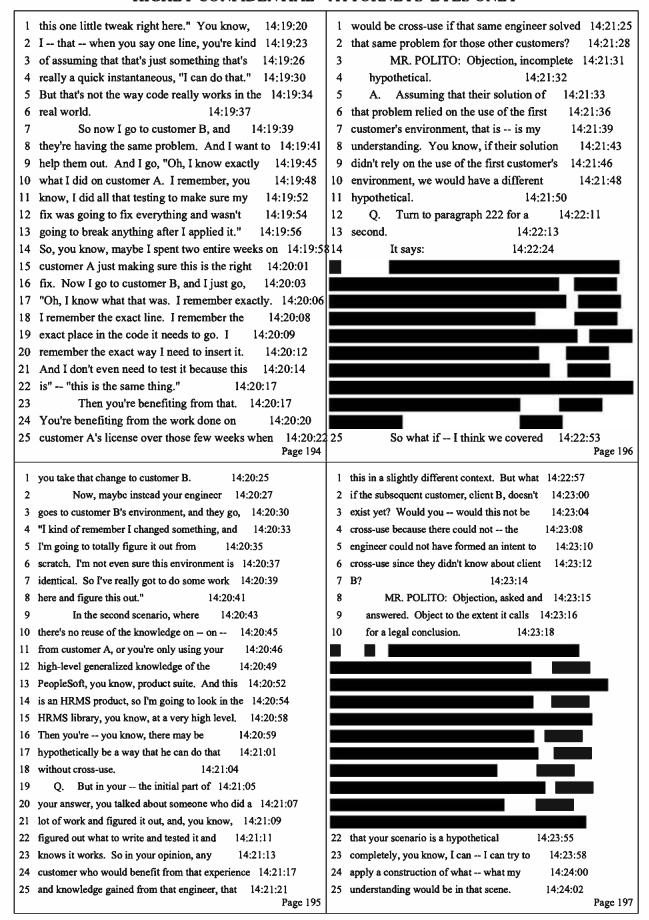
Case 2:10-cv-00106-LRH-VCF Document 1390-5 Filed 07/31/20 Page 13 of 24 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

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21 before the test is benefited. And, of course, 14:12:47 22 Rimini is also a clear beneficiary of the 14:12:49 23 cross-use in this particular instance because 14:12:53 24 Rimini is not having to provide the personnel 14:12:55 25 and the time to do the second test. They're 14:12:57 21 to be under your definition of cross-use. And 14:15:13 22 now their testing needs to happen. So a QA 14:15:15 23 engineer goes into the first one and knows that 14:15:19 24 it works in client A's environment. And now 14:15:21 25 the same QA engineer goes into client B. And 14:15:24	l		١	
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23 cross-use in this particular instance because 14:12:53 23 engineer goes into the first one and knows that 14:15:19 24 Rimini is not having to provide the personnel 14:12:55 24 it works in client A's environment. And now 14:15:21 25 and the time to do the second test. They're 14:12:57 25 the same QA engineer goes into client B. And 14:15:24	22		22	•
24 Rimini is not having to provide the personnel 14:12:55 24 it works in client A's environment. And now 14:15:21 25 and the time to do the second test. They're 14:12:57 25 the same QA engineer goes into client B. And 14:15:24			22	
25 and the time to do the second test. They're 14:12:57 25 the same QA engineer goes into client B. And 14:15:24		•	23	engineer goes into the first one and knows that 14:15:19
Page 187 Page 189	23	cross-use in this particular instance because 14:12:53	١	
	23 24	cross-use in this particular instance because 14:12:53 Rimini is not having to provide the personnel 14:12:55	24	it works in client A's environment. And now 14:15:21

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1	although it's slightly different, they know 14:15:29	1	MR. POLITO: Objection, asked - 14:17:09
2	that they can run a shorter version of the 14:15:29	2	Q without cross-using under your 14:17:10
3	test. Is that cross-use? 14:15:33	3	definition? 14:17:13
4	MR. POLITO: Objection, vague 14:15:33	4	MR. POLITO: Objection, asked and 14:17:13
5	Q under your definition? 14:15:34	5	answered, incomplete hypothetical. 14:17:14
6	MR. POLITO: I'm sorry, counsel. 14:15:35	6	A. Again, counsel, with my 14:17:19
7	Incomplete hypothetical. 14:15:36	7	understanding of the definition of cross-use, 14:17:21
8	A. As best I understand your 14:15:38	8	it depends exactly on what they do. There's 14:17:23
9	hypothetical, counsel, where ten engineers have 14:15:39	9	not a blanket yes or no answer. It would 14:17:28
10	completely, independently applied ten different 14:15:44	10	depend exactly on what they do. Do they reuse 14:17:32
11	changes in ten different environments, I'm not 14:15:48	11	any component of the work done on customer A's 14:17:37
12	sure how you get to the reuse of testing under 14:15:53	12	environment for the benefit of customer B? 14:17:40
13	your hypothetical. Because if they had done it 14:15:56	13	Then my understanding of what's been prohibited 14:17:43
14	completely independently, how would they be 14:15:59	14	under cross-use is that that would be 14:17:46
15	able to rely on the results from the 14:16:01	15	disallowed. If somehow they were able to do 14:17:48
16	other other test? You know, if they're 14:16:06	16	that, you know, the individual was able to do 14:17:52
17	applying exactly the same change 14:16:07	17	that without any reference to anything that was 14:17:55
18	Q. Yeah, I'm not saying they avoid 14:16:07	18	done on behalf of customer A, without any 14:17:59
19	it. I'm saying they can reduce 14:16:07	19	benefit or shortening of testing or, you know, 14:18:02
20	A and so somehow something has 14:16:10	20	basically followed what the license requires, 14:18:05
21	is coordinated 14:16:12	21	do the change from scratch on customer B 14:18:07
22	Q they can reduce 14:16:12	22	somehow without without referencing anything 14:18:10
23	A so that they're doing the exact 14:16:12	23	they had done on A, it may well be. One would 14:18:12
24	same change, then, yes, they're benefiting 14:16:15	24	look to the license term. 14:18:15
25	from the 14:16:16	25	BY MR. VANDEVELDE: 14:18:15
	Page 190		Page 192
1	O Okay 14:16:16	1	O Or or can they reuse their 14:18:17
1 2	Q. Okay. 14:16:16 [Cross-talk Simultaneous talking 14:16:16]	1 2	Q. Or or can they reuse their 14:18:17 knowledge, though, from the solution they 14:18:19
2	[Cross-talk. Simultaneous talking 14:16:16	2	knowledge, though, from the solution they 14:18:19
2 3	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16	2 3	knowledge, though, from the solution they 14:18:19 provide for client A? 14:18:21
2 3 4	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A the testing because they know 14:16:18	2 3 4	knowledge, though, from the solution they provide for client A? MR. POLITO: Objection, vague, 14:18:23
2 3 4 5	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A the testing because they know 14:16:18 that that exact same change works or that - 14:16:18	2 3	knowledge, though, from the solution they provide for client A? MR. POLITO: Objection, vague, asked and answered, incomplete 14:18:24
2 3 4 5 6	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21	2 3 4 5	knowledge, though, from the solution they provide for client A? MR. POLITO: Objection, vague, asked and answered, incomplete hypothetical. 14:18:24 14:18:25
2 3 4 5 6 7	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21	2 3 4 5 6 7	knowledge, though, from the solution they provide for client A? 14:18:21 MR. POLITO: Objection, vague, 14:18:23 asked and answered, incomplete 14:18:24 hypothetical. 14:18:25 A. Again, I think we did cover this 14:18:27
2 3 4 5 6 7 8	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21 A. That's — yeah, that solution 14:16:23	2 3 4 5 6 7 8	knowledge, though, from the solution they provide for client A? 14:18:21 MR. POLITO: Objection, vague, 14:18:23 asked and answered, incomplete 14:18:24 hypothetical. 14:18:25 A. Again, I think we did cover this 14:18:27 earlier, but it depends on specifically what 14:18:29
2 3 4 5 6 7 8 9	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21 A. That's — yeah, that solution 14:16:23 works. And they don't have to test A, B, C and 14:16:24	2 3 4 5 6 7	knowledge, though, from the solution they provide for client A? MR. POLITO: Objection, vague, asked and answered, incomplete hypothetical. A. Again, I think we did cover this earlier, but it depends on specifically what the knowledge is and how they're using it. 14:18:29 14:18:32
2 3 4 5 6 7 8 9	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21 A. That's — yeah, that solution 14:16:23	2 3 4 5 6 7 8 9	knowledge, though, from the solution they provide for client A? 14:18:21 MR. POLITO: Objection, vague, 14:18:23 asked and answered, incomplete 14:18:24 hypothetical. 14:18:25 A. Again, I think we did cover this 14:18:27 earlier, but it depends on specifically what 14:18:29 the knowledge is and how they're using it. 14:18:32 Q. And I think you said earlier, if 14:18:36
2 3 4 5 6 7 8 9	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21 A. That's — yeah, that solution 14:16:23 works. And they don't have to test A, B, C and 14:16:24 D because somehow they can infer that. I would 14:16:27 be uncomfortable with that scenario as a 14:16:30	2 3 4 5 6 7 8 9	knowledge, though, from the solution they provide for client A? 14:18:21 MR. POLITO: Objection, vague, 14:18:23 asked and answered, incomplete 14:18:24 hypothetical. 14:18:25 A. Again, I think we did cover this 14:18:27 earlier, but it depends on specifically what 14:18:29 the knowledge is and how they're using it. 14:18:32 Q. And I think you said earlier, if 14:18:36 you if you gain knowledge about where to 14:18:37
2 3 4 5 6 7 8 9 10 11 12	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21 A. That's — yeah, that solution 14:16:23 works. And they don't have to test A, B, C and 14:16:24 D because somehow they can infer that. I would 14:16:27 be uncomfortable with that scenario as a 14:16:30 customer myself, but — but if the hypothesis 14:16:32	2 3 4 5 6 7 8 9 10	knowledge, though, from the solution they provide for client A? 14:18:21 MR. POLITO: Objection, vague, 14:18:23 asked and answered, incomplete 14:18:24 hypothetical. 14:18:25 A. Again, I think we did cover this 14:18:27 earlier, but it depends on specifically what 14:18:29 the knowledge is and how they're using it. 14:18:32 Q. And I think you said earlier, if 14:18:36 you if you gain knowledge about where to 14:18:37 implement the fix, what the fix should be, 14:18:40
2 3 4 5 6 7 8 9 10 11 12 13	[Cross-talk. Simultaneous talking 14:16:16 by counsel and the witness.] 14:16:16 A. — the testing because they know 14:16:18 that that exact same change works or that — 14:16:18 that that solution works. 14:16:21 Q. Or the similar change works? 14:16:21 A. That's — yeah, that solution 14:16:23 works. And they don't have to test A, B, C and 14:16:24 D because somehow they can infer that. I would 14:16:27 be uncomfortable with that scenario as a 14:16:30 customer myself, but — but if the hypothesis 14:16:32 is that they do that, and they don't have to 14:16:36	2 3 4 5 6 7 8 9 10 11 12 13	knowledge, though, from the solution they provide for client A? MR. POLITO: Objection, vague, asked and answered, incomplete hypothetical. A. Again, I think we did cover this earlier, but it depends on specifically what the knowledge is and how they're using it. Q. And I think you said earlier, if 14:18:36 you if you gain knowledge about where to 14:18:40 right, how it fits into the context, then you 14:18:45
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Case 2:10-cv-00106-LRH-VCF Document 1390-5 Filed 07/31/20 Page 16 of 24 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

6 end of media number 3. 7 the record at 2:33 p.m. 8 [Recess at 2:33 p.m. 9 [Resuming at 2:54] 10 THE VIDEOGRAI	netime soon, 14:33:05 14:33:07 DE: Sure. Yeah. 14:33:07 PHER: This marks the 14:33:11 . We're going off 14:33:12 14:33:14		not use the the work done under customer A's 14:56:06 license when doing the fix for customer B. 14:56:17 Now, what that would entail, you know, in a 14:56:20 specific instance would have to be determined 14:56:23 on an instance by instance basis. 14:56:24 Q. So in my hypo, it's the there's 14:56:27
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9 [Resuming at 2:54] 10 THE VIDEOGRAI 11 the record at 2:54 p.m.,	ı.] 14:33:16	8	A. Uh-huh. 14:56:28
11 the record at 2:54 p.m.,	p.m.] 14:41:29	9	Q and they identify the problem 14:56:30
• '	PHER: We're back on 14:54:05	10	in client A's environment. They learned where 14:56:33
_	and this marks 14:54:15	11	it is. They learned how to fix it. They 14:56:36
		12	learned what the solution is like. It took two 14:56:38
13 deposition of Barbara F	rederiksen-Cross. 14:54:19	13	weeks to do. And now client B is the exact 14:56:42
14 EXAMINATION CO		14	same issue. The engineer knew that. And can 14:56:45
15 BY MR. VANDEVELDE:	14:54:19	15	you think of a way, given that the engineer has 14:56:50
16 Q. Do you understand	d you're still 14:54:23	16	acquired that knowledge I think you called 14:56:54
17 under oath?	14:54:24	17	it the what, where and how of how to fix the 14:56:56
18 A. I do, sir.	14:54:25	18	problem to client A's environment. Can that 14:57:01
19 Q. Let's do another h	ypothetical. 14:54:27	19	engineer implement that fix in client B's 14:57:03
,	the same update, and 14:54:32	20	environment without cross-using, as you defined 14:57:06
21 there's one engineer. Rimin	-	21	that term? 14:57:10
22 engineer. And the engineer	•	22	MR. POLITO: Objection, vague, 14:57:10
_	wo weeks to solve the 14:54:43	23	asked and answered, incomplete 14:57:12
24 problem. He learns where		24	hypothetical, compound, beyond the 14:57:13
25 learns how to fix it. He lea		25	scope. 14:57:18
	Page 206		Page 208
1 solution is. How does the	hat engineer implement 14:54:50	1	A. And my answer would be, again, 14:57:21
	s environment without 14:54:55	2	because any fix is going to be somewhat 14:57:23
3 cross-using as you apply	y the definition? 14:55:02	3	situationally dependent, is to examine, you 14:57:26
	Object to the form, 14:55:05	4	know, the behaviors that have specifically been 14:57:31
5 vague, incomplete h	-	5	prohibited, the use of customer A's environment 14:57:34
6 A. I have really no	ot tried to assess 14:55:11	6	for the benefit of customer B or on behalf of 14:57:38
7 how Rimini can or shou		7	the the update rolled out to customer B, and 14:57:42
8 model. That's been outs	•	8	to figure out how to do that, you know, whether 14:57:46
9 I've been asked to do, co		9	it was to completely develop that update from 14:57:48
10 scenario you propose, w		10	scratch, you know, not use the identical 14:57:52
11 that the engineer talk to		11	solution. 14:57:54
12 and and, you know, th		12	Q. How does the engineer forget what 14:57:57
•	what they need to do to 14:55:34	13	he's learned about the what, when and where of 14:57:59
14 stay in compliance with	•	14	the issue in client A's environment? 14:58:01
15 haven't been asked to fig		15	MR. POLITO: Objection, outside 14:58:04
1	not prepared to try to 14:55:42	16	the scope, calls for speculation. 14:58:05
17 think of a scenario as I s		17	A. Honestly, counsel, you know, I - 14:58:09
18 don't have an answer to	=	18	that's outside the scope of what I I 14:58:11
	-	19	undertook to try to understand. I took my 14:58:15
	•	20	understanding of what cross-use was prohibited 14:58:17
19 Q. So can you thin	ild implement the fix 14:55:51	1	
19 Q. So can you thin 20 they that engineer cou	-	21	and applied to that 14:58:21
19 Q. So can you thin 20 they that engineer cou 21 in client B's environment	nt without cross-using, 14:55:56	21 22	and applied to that 14:58:21 O. I'm asking you to apply that 14:58:22
Q. So can you thin they that engineer cou in client B's environment as you defined that term	nt without cross-using, 14:55:56 14:55:59	22	Q. I'm asking you to apply that 14:58:22
19 Q. So can you thin 20 they that engineer cou 21 in client B's environmer 22 as you defined that term 23 MR. POLITO:	nt without cross-using, 14:55:56 14:55:59 Same objections, 14:56:01	22 23	Q. I'm asking you to apply that 14:58:22 definition to my hypothetical. 14:58:23
19 Q. So can you thin 20 they that engineer cou 21 in client B's environmen 22 as you defined that term 23 MR. POLITO: 24 asked and answered	nt without cross-using, 14:55:56 14:55:59 Same objections, 14:56:01	22	Q. I'm asking you to apply that 14:58:22

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1			
1	your answer before counsel interrupted? 14:58:26	1	experience about where the issue is, how to fix 15:00:25
2	THE WITNESS: I was close to the 14:58:29	2	it. How does that engineer forget what he or 15:00:28
3	end of my answer. 14:58:30	3	she has learned when they need to go or want to 15:00:31
4	A. I was just saying that I had 14:58:30	4	go implement it in client B's environment? 15:00:34
5	applied my understanding of cross-use as best I 14:58:32	5	MR. POLITO: Same objections. 15:00:36
6	could in my analysis with respect to the actual 14:58:36	6	A. Counsel, you know, I've I've 15:00:41
7	situations and the actual evidence that I was 14:58:41	7	given you the best answer I can to this 15:00:41
8	provided. That was not a situation that I saw, 14:58:44	8	question. I think you've asked it three or 15:00:44
9	as you describe it 14:58:50	9	four times now, and, you now, the issue that is 15:00:46
10	Q. I'm asking you to apply the 14:58:52	10	a stumbling block I believe for both of us is 15:00:51
11	definition you've applied throughout your 14:58:54	11	the my understanding that the cross-use as 15:00:55
12	report for cross-use to my hypothetical. 14:58:56	12	prohibited in this specific instance of these 15:01:00
13	A. I 14:58:59	13	specific parties in the color and context of 15:01:03
14	MR. POLITO: Same objections. 14:58:59	14	the specific litigations that have gone before 15:01:06
15	A. But with all due respect, counsel, 14:59:04	15	creates a standard that that, as I 15:01:13
16	the best answer I can give you is look at what 14:59:06	16	understand it, prohibits Rimini from reusing 15:01:14
17	the license limits, look at what the court has 14:59:08	17	the solution that was developed for one 15:01:20
18	limit, and don't do the limited things. 14:59:13	18	customer, using the license of that customer in 15:01:25
19	Q. You have a definition of cross-use 14:59:15	19	another customer's environment. 15:01:31
20	in your report. We looked at them, right, 14:59:16	20	And and the only thing that I 15:01:33
21	paragraphs 22 through 24? You said you applied 14:59:18	21	can the only answer I have is that they have 15:01:34
22	them throughout your report; is that correct? 14:59:20	22	to look to what the license permits. And, you 15:01:37
23	A. Yes. You're not asking me about 14:59:23	23	know, it is to follow the the guidance of 15:01:41
24	something I did in my report, though. I didn't 14:59:24	24	that license and the court's guidance. And 15:01:44
25	try to construct a business model for Rimini in 14:59:26		that would be, for instance, to develop a fix 15:01:46
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1			
1	my report. 14:59:29	1	from scratch in the second customer's 15:01:51
1 2	my report. 14:59:29 O. I'm not asking you to construct a 14:59:29	1 2	
2	Q. I'm not asking you to construct a 14:59:29		environment without reference to the solution 15:01:54
	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31	2	environment without reference to the solution 15:01:54 that had been used before. 15:01:57
2 3 4	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33	2 3	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00
2 3 4 5	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36	2 3 4 5	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01
2 3 4	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38	2 3 4 5 6	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02
2 3 4 5 6 7	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42	2 3 4 5 6 7	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04
2 3 4 5 6 7 8	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44	2 3 4 5 6 7 8	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07
2 3 4 5 6 7 8 9	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48	2 3 4 5 6 7 8 9	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09
2 3 4 5 6 7 8 9	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52	2 3 4 5 6 7 8 9	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12
2 3 4 5 6 7 8 9 10	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53	2 3 4 5 6 7 8 9 10	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14
2 3 4 5 6 7 8 9 10 11 12	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57	2 3 4 5 6 7 8 9 10 11 12	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18
2 3 4 5 6 7 8 9 10 11 12 13	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01	2 3 4 5 6 7 8 9 10 11 12 13	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20
2 3 4 5 6 7 8 9 10 11 12 13 14	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03	2 3 4 5 6 7 8 9 10 11 12 13 14	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23
2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:03	2 3 4 5 6 7 8 9 10 11 12 13 14 15	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:06	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26 Q. I'm just asking you to apply your 15:02:27
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:03 Q without, as you define, it 15:00:06 cross-using? 15:00:07	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26 Q. I'm just asking you to apply your 15:02:27 definition. Can you think of a way that that 15:02:29
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:06 cross-using? 15:00:07 MR. POLITO: Asked and answered, 15:00:08	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26 Q. I'm just asking you to apply your 15:02:27 definition. Can you think of a way that that 15:02:29 engineer, who has acquired all that knowledge 15:02:31
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:06 cross-using? 15:00:07 MR. POLITO: Asked and answered, 15:00:08 outside the scope, incomplete 15:00:09	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26 Q. I'm just asking you to apply your 15:02:27 definition. Can you think of a way that that 15:02:29 engineer, who has acquired all that knowledge 15:02:31 about where the issue is, how to fix it, what 15:02:32
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:06 cross-using? 15:00:07 MR. POLITO: Asked and answered, 15:00:08 outside the scope, incomplete 15:00:09 hypothetical, compound, vague. 15:00:10	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	environment without reference to the solution 15:01:54 that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26 Q. I'm just asking you to apply your 15:02:27 definition. Can you think of a way that that 15:02:29 engineer, who has acquired all that knowledge 15:02:31 about where the issue is, how to fix it, what 15:02:32 to do, that the testing has worked, can you 15:02:35
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q. I'm not asking you to construct a 14:59:29 business model. I'm asking what I think is a 14:59:31 fairly simple hypothetical. Ask me if you need 14:59:33 any clarifying information. 14:59:36 An engineer acquires that 14:59:38 knowledge about where the problem is, how to 14:59:42 fix it, spends quite a bit of time, two weeks, 14:59:44 in doing so in client A's environment, figures 14:59:48 how to develop and implement the fix, tests it. 14:59:52 Client B also needs that fix. How under your 14:59:53 definition of cross-use can that engineer 14:59:57 implement that fix in client B's environment 15:00:01 MR. POLITO: Asked and answered 15:00:03 BY MR. VANDEVELDE: 15:00:06 cross-using? 15:00:07 MR. POLITO: Asked and answered, 15:00:08 outside the scope, incomplete 15:00:09 hypothetical, compound, vague. 15:00:10 A. By reimplementing the fix in a way 15:00:13 that does not reuse the work from customer A's 15:00:15	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	that had been used before. 15:01:57 Q. But what about 15:02:00 A. And how the engineer would do 15:02:01 that, I don't know, counsel. You know, I think 15:02:02 that would be a a question if I were a 15:02:04 software engineer and I was aware of this 15:02:07 litigation and I was aware of the limitations 15:02:09 of the license and I was aware of the court's 15:02:12 instruction with respect to cross-use, my 15:02:14 solution would be to go and confer with counsel 15:02:18 and find out what the legal answer is. I'm not 15:02:20 a lawyer, and I can't presume to tell you what 15:02:23 the legal answer is. 15:02:26 Q. I'm just asking you to apply your 15:02:27 definition. Can you think of a way that that 15:02:32 to do, that the testing has worked, can you 15:02:35 think of a way for that engineer to implement 15:02:38 that same fix in client B's environment 15:02:41
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1	MR. POLITO: Same objections. 15:02:47	1	client B has the exact same issue in their 15:04:56
2	A. Again, you know, counsel, coming 15:02:52	2	file. That one character needs to be changed. 15:04:58
3	back to the prohibition on the use of one 15:02:56	3	A. Uh-huh. 15:05:03
4	customer's licensed environment for the benefit 15:02:58	4	Q. How under your definition of 15:05:04
5	of another customer, I would say the only way 15:03:00	5	cross-use can that engineer implement that same 15:05:07
6	that I can hypothesize is to find a way to 15:03:04	6	fix in client B's environment without 15:05:10
7	recreate or not to recreate, but to create a 15:03:06	7	cross-using? 15:05:13
8	from scratch that fix in the new environment. 15:03:09	8	MR. POLITO: 15:05:13
9	So create a new fix, create a new test plan, to 15:03:13	9	Ms. Frederiksen-Cross, before counsel 15:05:13
10	do it the way the license requires. One 15:03:17	10	interrupted to strike your answer that 15:05:15
11	customer, one environment. 15:03:19	11	you had not completed, had you completed 15:05:17
12	And what would be specifically 15:03:26	12	your answer to his prior question? 15:05:18
13	required in a specific instance is something I 15:03:29	13	THE WITNESS: No. 15:05:21
14	can't tell you without more details in the 15:03:30	14	A. I just wanted to say you've asked 15:05:21
15	hypothetical. 15:03:32	15	me the same question over and over. I've given 15:05:23
16	Q. How can that engineer recreate the 15:03:35	16	you the best answer I have to that question, is 15:05:25
17	fix from scratch without using the knowledge in 15:03:44	17	that that — that's a legal question. I'm not 15:05:28
18	their brain gained from the work performed in 15:03:47	18	a lawyer. That engineer would have to consult 15:05:30
19	client A's environment? 15:03:50	19	with Rimini's counsel to understand what 15:05:34
20	MR. POLITO: Objection, calls for 15:03:52	20	actions were permissible and what were not. 15:05:37
21	speculation, outside the scope, asked 15:03:52	21	And counsel I'm sure would tell them, you know, 15:05:39
22	and answered, incomplete hypothetical, 15:03:54	22	what how to go about that or at least, you 15:05:41
23	vague. 15:03:56	23	know, what the parameters of what they couldn't 15:05:43
		24	do are. I'm I'm not counsel for Rimini. 15:05:45
		25	I'm not a lawyer. I've given you the best 15:05:49
	Page 214		Page 216
		l 1	answer I can. 15:05:52
2	O. You said 15:04:05	1 2	
2	Q. You said 15:04:05 MR. VANDEVELDE: I'm going to move 15:04:08	2	BY MR. VANDEVELDE: 15:05:52
3	MR. VANDEVELDE: I'm going to move 15:04:08	'	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53
3 4	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08	2 3 4	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55
3	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08	2	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58
3 4 5 6	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10	2 3 4 5	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02
3 4 5	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09	2 3 4 5 6	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03
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3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:21	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:11 scope, calls for a legal conclusion. 15:06:13
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:27	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A. — with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:10 incomplete hypothetical, outside the 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited — prohibition and the 15:06:19
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:27 instead of a 1, it should be a zero, that's 15:04:32	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	BY MR. VANDEVELDE: 15:05:52 Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited prohibition and the 15:06:19 characterization of what constitutes cross-use 15:06:24
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:32 the fix. It's that simple. But it took 15:04:36 sometime for the engineer to find the issue, to 15:04:39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	BY MR. VANDEVELDE: Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A. — with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited — prohibition and the 15:06:19 characterization of what constitutes cross-use 15:06:24 was provided by the court and and framed by 15:06:34
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:32 the fix. It's that simple. But it took 15:04:36 sometime for the engineer to find the issue, to 15:04:39 figure it out, to realize that that 1 needed to 15:04:43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	BY MR. VANDEVELDE: Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A. — with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:10 incomplete hypothetical, outside the 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited — prohibition and the 15:06:19 characterization of what constitutes cross-use 15:06:24 was provided by the court and and framed by 15:06:37 Rimini's licenses or by I'm sorry, by the 15:06:34 customer's licenses. And you are now asking 15:06:36
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:32 the fix. It's that simple. But it took 15:04:36 sometime for the engineer to find the issue, to 15:04:39 figure it out, to realize that that 1 needed to 15:04:43 be changed to a zero, took two weeks, let's 15:04:47	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	BY MR. VANDEVELDE: Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited prohibition and the 15:06:24 was provided by the court and and framed by 15:06:34 customer's licenses. And you are now asking 15:06:36 me: How could somebody do something and not 15:06:39
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:27 instead of a 1, it should be a zero, that's 15:04:32 the fix. It's that simple. But it took 15:04:36 sometime for the engineer to find the issue, to 15:04:39 figure it out, to realize that that 1 needed to 15:04:43 be changed to a zero, took two weeks, let's 15:04:51	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	BY MR. VANDEVELDE: Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A. — with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited — prohibition and the 15:06:19 characterization of what constitutes cross-use 15:06:24 was provided by the court and and framed by 15:06:34 customer's licenses or by I'm sorry, by the 15:06:36 me: How could somebody do something and not 15:06:39 fall afoul of those guidelines? And I'm 15:06:43
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	MR. VANDEVELDE: I'm going to move 15:04:08 to strike as it's nonresponsive. 15:04:08 A. Well 15:04:09 MR. VANDEVELDE: It's 15:04:10 nonresponsive. 15:04:11 BY MR. VANDEVELDE: 15:04:11 Q. I'm asking you to answer my 15:04:11 question. Let me get more concrete. 15:04:13 A. I'm giving you the best answer I 15:04:14 can counsel. 15:04:16 Q. No, no. Let me finish my 15:04:16 question. You're asking you're not 15:04:17 responding to my questions. 15:04:18 If the issue in client A's 15:04:21 environment is that they notice a problem where 15:04:24 a test, a conditional test is wrong, and they 15:04:32 the fix. It's that simple. But it took 15:04:36 sometime for the engineer to find the issue, to 15:04:39 figure it out, to realize that that 1 needed to 15:04:43 be changed to a zero, took two weeks, let's 15:04:47	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	BY MR. VANDEVELDE: Q. I'm not asking you to render legal 15:05:53 conclusions. You've applied your definition of 15:05:55 cross-use to all sorts of conduct, haven't you? 15:05:58 A. I certainly have 15:06:02 Q. All right. 15:06:03 A with respect to conduct I 15:06:04 actually observed. 15:06:05 Q. I'm asking you to do the 15:06:06 hypothetical. Are you refusing to answer the 15:06:07 hypothetical? 15:06:09 MR. POLITO: Objection, misstates 15:06:10 testimony, asked and answered, 15:06:11 scope, calls for a legal conclusion. 15:06:13 A. Counsel, my understanding that the 15:06:17 prohibited prohibition and the 15:06:24 was provided by the court and and framed by 15:06:34 customer's licenses. And you are now asking 15:06:36 me: How could somebody do something and not 15:06:39

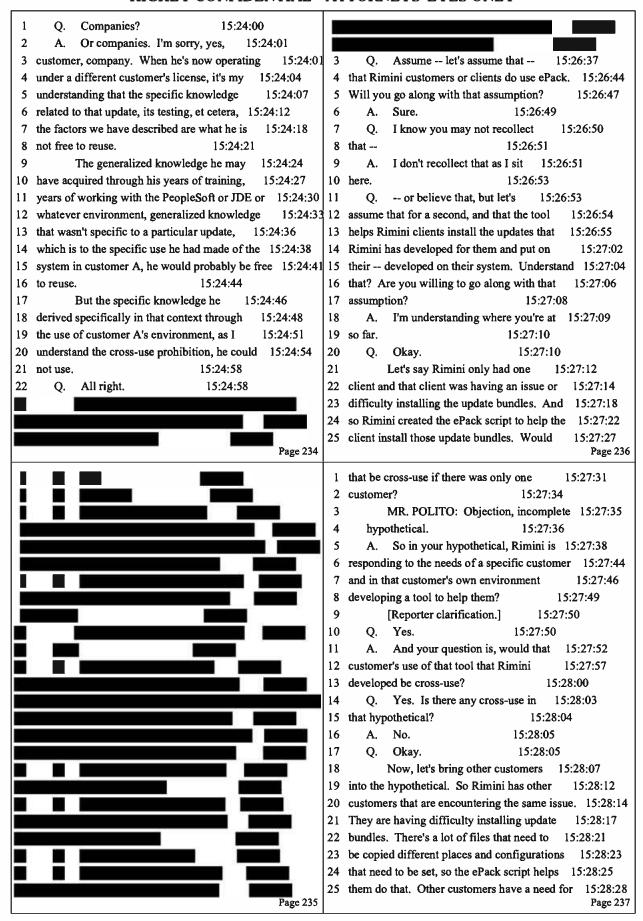
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1	not a lawyer. 15:06:48	1	Q. That's why it's called a 15:08:09
2	Q. But you're doing it with other 15:06:48	2	hypothetical. I'm asking you to answer it. 15:08:10
3	with respect to other conduct. You've just 15:06:50	3	A. And you're asking me to render 15:08:12
4	said you were. You've applied your definition 15:06:52	4	what to me is it a legal opinion about what 15:08:15
5	of of cross-use. Whether you got it from 15:06:54	5	how Rimini could do something. And I have not 15:08:16
6	the court or from counsel or whatever it is, 15:06:56	6	evaluated that situation. I'm not going to 15:08:18
7	you are applying that definition to all sorts 15:06:57	7	make up a legal opinion when I'm not a lawyer 15:08:20
8	of conduct that you claim to have analyzed in 15:06:59	8	sitting in the spot in a deposition. I 15:08:22
9	this case. I'm asking you to do it to my 15:07:02	9	think 15:08:25
10	hypothetical. 15:07:04	10	Q. You've applied your definition 15:08:25
11	MR. POLITO: Is there a question 15:07:05	11	you've testified under oath that you've applied 15:08:28
12	pending? 15:07:07	12	your definition to other conduct. I'm asking 15:08:30
13	MR. VANDEVELDE: Yes. 15:07:08	13	you to apply your definition to the 15:08:32
14	MR. POLITO: What's the question, 15:07:09	14	hypothetical conduct that I have laid out for 15:08:33
15	counsel? 15:07:10	15	you. If you need more information, ask me, but 15:08:35
16	BY MR. VANDEVELDE: 15:07:10	16	you're required to answer the hypothetical. 15:08:38
17	Q. How is there a way for that 15:07:11	17	MR. POLITO: Is there a question 15:08:39
18	engineer to implement that same fix that 15:07:13	18	pending, counsel? 15:08:41
19	requires changing one code or sorry, one 15:07:15	19	MR. VANDEVELDE: I've asked it 15:08:43
20	character in client B's environment to 15:07:18	20	multiple times. 15:08:44
21	implement that without cross-using as you've 15:07:20	21	A. My point 15:08:46
22	defined and applied throughout your report? 15:07:23	22	Q. How can that engineer implement 15:08:52
23			the fix in client B's environment without 15:08:53
	MR. POLITO: Objection, incomplete 15:07:25	23	
24	hypothetical, outside the scope, vague. 15:07:26	24	constituting cross-use as you have defined and 15:08:58
25	Object to the extent it calls for a 15:07:30 Page 218	25	used it throughout your report? 15:09:01 Page 220
			•
1	legal conclusion. 15:07:32	1	MR. POLITO: Objection I'm 15:09:04
2	A. I think I understand where we 15:07:35	2	sorry, objection, incomplete 15:09:07
	_	2	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09
	_	2 3 4	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10
2	A. I think I understand where we 15:07:35	2 3 4 5	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12
6	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44	2 3 4 5	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15
6 7	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45	2 3 4 5 6 7	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17
6 7 8	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45	2 3 4 5 6 7 8	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24
2 6 7 8 9	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46	2 3 4 5 6 7 8	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27
2 6 7 8 9 10	MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47	2 3 4 5 6 7 8 9	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28
2 6 7 8 9 10	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48	2 3 4 5 6 7 8 9 10	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30
2 6 7 8 9 10 11 12	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48	2 3 4 5 6 7 8 9 10 11 12	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33
2 6 7 8 9 10 11 12 13	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50	2 3 4 5 6 7 8 9 10 11 12 13	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36
2 6 7 8 9 10 11 12 13 14	A. I think I understand where we 15:07:35 MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50 MR. POLITO: 15:07:51	2 3 4 5 6 7 8 9 10 11 12 13	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36 brain? 15:09:38
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6 7 8 9 10 11 12 13 14 15 16 17	MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50 MR. POLITO: 15:07:51 moved to strike an answer that you 15:07:53 hadn't completed, had you finished that 15:07:54	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	sorry, objection, incomplete 15:09:07 hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36 brain? 15:09:38 MR. POLITO: Objection, calls for 15:09:39 speculation, outside the scope, 15:09:40 incomplete hypothetical, asked and 15:09:41
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2 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: Move to strike as 15:07:48 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50 MR. POLITO: 15:07:51 Ms. Frederiksen-Cross, before counsel 15:07:51 moved to strike an answer that you 15:07:53 hadn't completed, had you finished that 15:07:54 answer? 15:07:56 A. I think I've answered this 15:07:57 hypothetical with my best answer four or five 15:07:58 times now, and I'm trying to explain to you 15:08:01	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36 brain? 15:09:38 MR. POLITO: Objection, calls for 15:09:39 speculation, outside the scope, 15:09:40 incomplete hypothetical, asked and 15:09:41 answered. 15:09:42 A. With respect, for instance, to 15:09:44 testing, counsel, he could test thoroughly in 15:09:51
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2 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50 MR. POLITO: 15:07:51 moved to strike an answer that you 15:07:53 hadn't completed, had you finished that 15:07:54 answer? 15:07:56 A. I think I've answered this 15:07:57 hypothetical with my best answer four or five 15:07:58 times now, and I'm trying to explain to you 15:08:01 that your hypothetical doesn't match the facts 15:08:03 of this case. It's not the cross-use that I 15:08:05	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36 brain? 15:09:38 MR. POLITO: Objection, calls for 15:09:39 speculation, outside the scope, 15:09:40 incomplete hypothetical, asked and 15:09:41 answered. 15:09:42 A. With respect, for instance, to 15:09:45 customer B's environment using fresh test data 15:09:51 and a fresh test plan. With respect to how he 15:09:57 implements the code, even for something as 15:10:00
2 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: Move to strike as 15:07:48 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50 MR. POLITO: 15:07:51 moved to strike an answer that you 15:07:53 hadn't completed, had you finished that 15:07:54 answer? 15:07:56 A. I think I've answered this 15:07:57 hypothetical with my best answer four or five 15:07:58 times now, and I'm trying to explain to you 15:08:01 that your hypothetical doesn't match the facts 15:08:03	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36 brain? 15:09:38 MR. POLITO: Objection, calls for 15:09:39 speculation, outside the scope, 15:09:40 incomplete hypothetical, asked and 15:09:41 answered. 15:09:42 A. With respect, for instance, to 15:09:45 customer B's environment using fresh test data 15:09:51 and a fresh test plan. With respect to how he 15:09:57 implements the code, even for something as 15:10:00 simple as the hypothetical that you have 15:10:02
2 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR. VANDEVELDE: Move to strike as 15:07:44 nonresponsive. 15:07:45 A. No. Listen to me. 15:07:45 MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: Move to strike as 15:07:46 nonresponsive. 15:07:47 BY MR. VANDEVELDE: 15:07:48 Q. Are you refusing to answer my 15:07:48 hypothetical, yes or no? 15:07:50 MR. POLITO: 15:07:51 moved to strike an answer that you 15:07:53 hadn't completed, had you finished that 15:07:54 answer? 15:07:56 A. I think I've answered this 15:07:57 hypothetical with my best answer four or five 15:07:58 times now, and I'm trying to explain to you 15:08:01 that your hypothetical doesn't match the facts 15:08:03 of this case. It's not the cross-use that I 15:08:05	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	hypothetical, asked and answered, calls 15:09:09 for a legal conclusion, outside the 15:09:10 scope. 15:09:12 A. My best answer to you, counsel, is 15:09:15 that they could create the fix for customer B 15:09:17 without reference to their use of customer A's 15:09:24 environment. 15:09:27 Q. It's in the engineer's head. He 15:09:28 knows the knowledge from all the work he did in 15:09:30 client A's environment. How can he do that 15:09:33 without reference to that knowledge in his 15:09:36 brain? 15:09:38 MR. POLITO: Objection, calls for 15:09:39 speculation, outside the scope, 15:09:40 incomplete hypothetical, asked and 15:09:41 answered. 15:09:42 A. With respect, for instance, to 15:09:45 customer B's environment using fresh test data 15:09:51 and a fresh test plan. With respect to how he 15:09:57 implements the code, even for something as 15:10:00

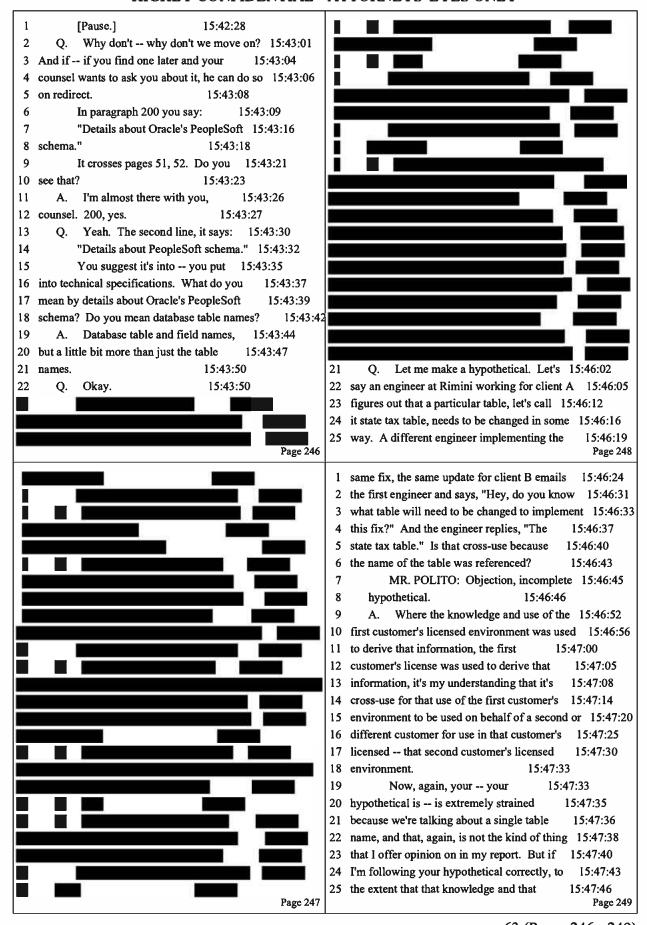
Case 2:10-cv-00106-LRH-VCF Document 1390-5 Filed 07/31/20 Page 20 of 24 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

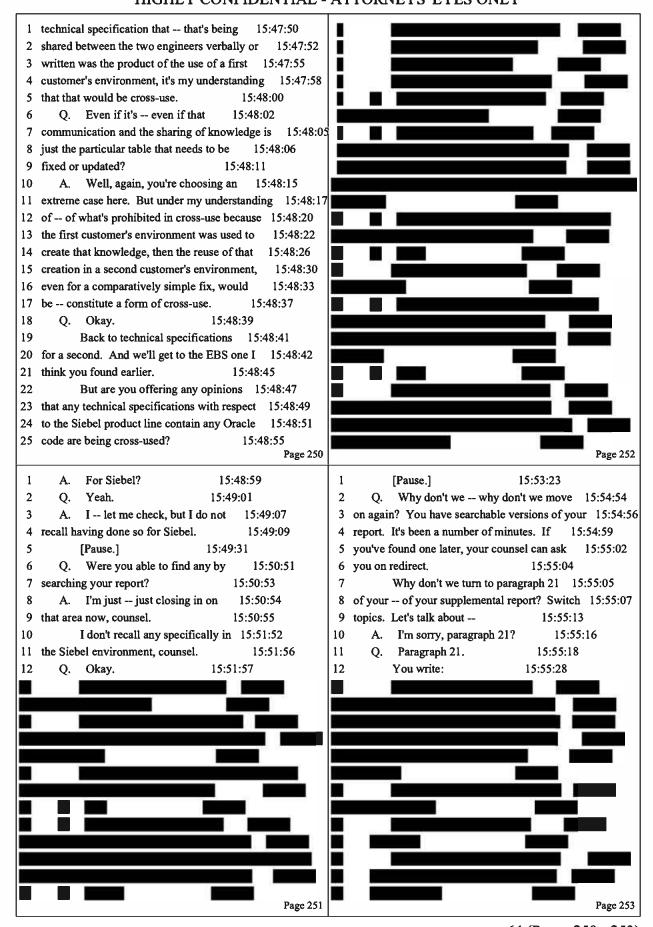
1	takes one day or two days. But it's shorter. 15:19:21	1	environment in another customer's environment, 15:21:24
2	Is that cross-use because he 15:19:25	2	absent any differences in the license or in any 15:21:27
3	relied on the specific knowledge and experience 15:19:27	3	of the other things that that come into play 15:21:32
4	he gained in solving that same problem in 15:19:29	4	here, I I just I don't think he can do it 15:21:34
5	company A's environment? 15:19:31	5	that way. He has to find a different way to do 15:21:38
6	MR. POLITO: Same objections. 15:19:32	6	it. 15:21:40
7	A. And he's applying the exact same 15:19:36	7	Q. What if what if the engineer at 15:21:41
8	update that he applied in company A's 15:19:38	8	company A, over the course of years, he solves 15:21:45
9	environment? 15:19:41	9	hundreds and hundreds of issues, acquires a 15:21:48
10	Q. He's not copying it. He remembers 15:19:41	10	wealth of knowledge about specific problems and 15:21:50
11	how he did it. He retypes it. 15:19:43	11	
12	A. That's still copying it. I mean, 15:19:44	12	
13	just because he's copying it from memory as 15:19:46	13	an issue. And it's not identical to the 15:22:02
14	opposed to copying it from a sheet of paper or 15:19:48		hundreds of the issues he solved at company A, 15:22:05
15	copying it looking at a screen, that's still 15:19:50	1	but there is experience and knowledge he is 15:22:08
16	copying. 15:19:53	1	leveraging about those specific solutions that 15:22:09
17	Q. Does does it matter if it's 15:19:53	17	he had developed at a prior employer. 15:22:12
18	different? 15:19:54	18	Can he leverage all that knowledge 15:22:15
1			
19	MR. POLITO: Objection. I'm 15:19:54	19	and experience about specific problems, 15:22:17
20	sorry. 15:19:55	20	specific solutions in crafting a fix for the 15:22:20
21	A. If I memorize a poem sorry. 15:19:55	21	issue that company B is experiencing? 15:22:26
22	MR. POLITO: Objection, calls for 15:19:57	22	MR. POLITO: Objection, compound, 15:22:28
23	a legal conclusion, vague. 15:19:59	23	vague as to the undefined terms 15:22:31
24	BY MR. VANDEVELDE: 15:19:59	24	"knowledge" and "experience," incomplete 15:22:33
25	Q. Does it matter if it's identically 15:20:00	25	hypothetical. 15:22:36
	Page 230		Page 232
1	retyped or if he changes the specific way in 15:20:03	1	A. Again, I keep coming back to this, 15:22:39
2	which he implements the fix that's needed in 15:20:06	2	but I feel like somehow we're talking past each 15:22:42
3	company B's environment? 15:20:08	3	other. 15:22:45
4	A. I think it does, counsel. If I 15:20:10	4	It depends on exactly what that 15:22:46
5	memorize a literary work and try to present it 15:20:13	5	knowledge is and how he leverages it in 15:22:48
6	as my own work, that's a wrongness. 15:20:16	6	applying the fix. 15:22:53
6 7	as my own work, that's a wrongness. 15:20:16 Q. But what if it still takes him two 15:20:21	6	applying the fix. 15:22:53
	Q. But what if it still takes him two 15:20:21	7	applying the fix. 15:22:53 Q. What knowledge is okay, and what 15:22:53
7 8	Q. But what if it still takes him two 15:20:21 days instead of two weeks? He may implement it 15:20:2	7 2 8	applying the fix. 15:22:53 Q. What knowledge is okay, and what 15:22:53 knowledge is not okay? I think you said 15:22:55
7	Q. But what if it still takes him two 15:20:21 days instead of two weeks? He may implement it 15:20:25 differently, but he still saved a lot of time. 15:20:25	7	applying the fix. 15:22:53 Q. What knowledge is okay, and what 15:22:53 knowledge is not okay? I think you said 15:22:55 generalized and then specific. So how do you 15:22:57
7 8 9 10	Q. But what if it still takes him two 15:20:21 days instead of two weeks? He may implement it 15:20:25 differently, but he still saved a lot of time. 15:20:25 MR. POLITO: Objection, incomplete 15:20:27	7 2 8 9 10	applying the fix. 15:22:53 Q. What knowledge is okay, and what 15:22:53 knowledge is not okay? I think you said 15:22:55 generalized and then specific. So how do you 15:22:57 draw the line between generalized knowledge and 15:23:0
7 8 9 10 11	Q. But what if it still takes him two 15:20:21 days instead of two weeks? He may implement it 15:20:2 differently, but he still saved a lot of time. 15:20:25 MR. POLITO: Objection, incomplete 15:20:27 hypothetical, vague. 15:20:29	7 2 8 9 10 11	applying the fix. 15:22:53 Q. What knowledge is okay, and what 15:22:53 knowledge is not okay? I think you said 15:22:55 generalized and then specific. So how do you 15:22:57 draw the line between generalized knowledge and 15:23:00 specific knowledge 15:23:02
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1	***********		
2	CERTIFICATE		
3	********		
4	I, PAUL J. FREDERICKSON, CA		
	Certified Shorthand Reporter No. 13164 and		
5	WA Certified Court Reporter No. 2419, do		
	hereby certify:		
6	That prior to being examined.		
7 8	the witness named in the foregoing deposition was by me duly sworn or affirmed		
9	to testify to the truth, the whole truth and		
10	nothing but the truth:		
11	That said deposition was taken		
12	down by me in shorthand at the time and		
13	place therein named, and thereafter reduced		
14	to print by means of computer-aided		
15	transcription; and the same is a true,		
16	• •		
17			
	I further certify that I am not		
18	interested in the outcome of the action.		
10	Witness my hand this 26th day of September 2018.		
19 20	of September 2018.		
21			
22	Different -		
23	PAUL J. PREDERICKSON, CCR. CSR		
24	WA CCR 2419 CA CSR 13164		
25	Expiration date: March 31, 2019		
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